U.S. District Court
DISTRICT OF KANSAS (Kansas City)
CIVIL DOCKET FOR CASE #: 2:25-cv-02457-TC-GEB

CoreCivic, Inc. v. Leavenworth, Kansas, City of et al
Assigned to: District Judge Toby Crouse
Referred to: Magistrate Judge Gwynne E. Birzer
Demand: $75,000
Cause: 42:1983 Civil Rights Act

Date Filed: 08/08/2025
Jury Demand: None
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

Plaintiff

CoreCivic, Inc.

represented by **Bradley D. Simon**
Schlam Stone & Dolan LLP
26 Broadway, 19th Floor
New York, NY 10004
212-344-5400
Fax: 212-344-7677
Email: bsimon@schlamstone.com
LEAD ATTORNEY
PRO HAC VICE
ATTORNEY TO BE NOTICED

Jacob Newton Reinig
Husch Blackwell LLP - 4801 Main
4801 Main Street, Suite 1000
Kansas City, MO 64112
816-983-8000
Fax: 816-983-8080
Email: jake.reinig@huschblackwell.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Kyle M. Tanner
Husch Blackwell LLP - 4801 Main
4801 Main Street, Suite 1000
Kansas City, MO 64112
816-983-8326
Fax: 816-983-8080
Email: kyle.tanner@huschblackwell.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Thomas A. Kissane
Schlam Stone & Dolan LLP
26 Broadway, 19th Floor
New York, NY 10004
212-344-5400
Fax: 212-344-7677
Email: tkissane@schlamstone.com

LEAD ATTORNEY
PRO HAC VICE
ATTORNEY TO BE NOTICED

V.

Defendant

Leavenworth, Kansas, City of

represented by **Angus W. Dwyer**
Spencer Fane, LLP - KC
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
816-474-8100
Fax: 816-474-3216
Email: adwyer@spencerfane.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Caleb Perry Phillips
Spencer Fane, LLP - Overland Park
6201 College Blvd., Suite 500
Overland Park, KS 66211
913-327-5127
Fax: 816-474-3216
Email: cphillips@spencerfane.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

David Edward Waters
Spencer Fane, LLP - Overland Park
6201 College Blvd., Suite 500
Overland Park, KS 66211
913-327-5189
Fax: 816-474-3216
Email: dwaters@spencerfane.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

W. Joseph Hatley
Spencer Fane, LLP - KC
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
816-292-8392
Fax: 816-474-3216
Email: jhatley@spencerfane.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Holly Pittman
Mayor

represented by **Angus W. Dwyer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Caleb Perry Phillips
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

David Edward Waters
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

W. Joseph Hatley
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Nancy Bauder
Mayor Pro Tem

represented by **Angus W. Dwyer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Caleb Perry Phillips
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

David Edward Waters
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

W. Joseph Hatley
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Griff Martin
Commissioner, in his official capacity as a member of the Leavenworth City Commission

represented by **Angus W. Dwyer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Caleb Perry Phillips
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

David Edward Waters
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

W. Joseph Hatley
(See above for address)

LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Jermaine Wilson
Commissioner, in his official capacity as a member of the Leavenworth City Commission

represented by **Angus W. Dwyer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Caleb Perry Phillips
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

David Edward Waters
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

W. Joseph Hatley
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Edd Hingula
Commissioner, in his official capacity as a member of the Leavenworth City Commission

represented by **Angus W. Dwyer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Caleb Perry Phillips
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

David Edward Waters
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

W. Joseph Hatley
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party

United States

Date Filed	#	Docket Text
08/08/2025	1	COMPLAINT with trial location of Kansas City (Filing fee $405, Internet Payment Receipt Number AKSDC-6738473.), filed by CoreCivic, Inc.. (Attachments: # 1 Exhibit A-Resolution No. B-2394, # 2 Exhibit B-Leavenworth Development Regulations Excerpts,

		# 3 Exhibit C-Ordinance No. 7911, # 4 Exhibit List Index of Exhibits)(Reinig, Jacob) (Entered: 08/08/2025)
08/08/2025	2	CIVIL COVER SHEET by Plaintiff CoreCivic, Inc.. (Reinig, Jacob) (Entered: 08/08/2025)
08/08/2025	3	DESIGNATION OF PLACE OF TRIAL filed by Plaintiff CoreCivic, Inc. - trial to be held in Kansas City. (Reinig, Jacob) (Entered: 08/08/2025)
08/08/2025	4	CORPORATE DISCLOSURE STATEMENT by CoreCivic, Inc. identifying None as corporate parent (Reinig, Jacob) (Entered: 08/08/2025)
08/11/2025		NOTICE OF JUDGE ASSIGNMENT: Case assigned to District Judge Toby Crouse and Magistrate Judge Gwynne E. Birzer for all proceedings. (This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry.) **NOTICE OF MAGISTRATE JUDGE AVAILABILITY: A United States magistrate judge is available to conduct all proceedings in this civil action if all parties voluntarily consent. Information & consent forms are available at https://www.uscourts.gov/file/459/download (nap) (Entered: 08/11/2025)**
08/12/2025		SUMMONS ISSUED as to Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Griff Martin, Holly Pittman, Jermaine Wilson (issued to Attorney for service). Notice, Consent, and Reference of a Civil Action to a Magistrate Judge Form provided to counsel for service with complaint. (This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry) (jsh) (Entered: 08/12/2025)
09/10/2025	5	MOTION for Leave to File Excess Pages *for Its Memorandum in Support of Its Motion for Preliminary Injunction* by Plaintiff CoreCivic, Inc. (Reinig, Jacob). (Entered: 09/10/2025)
09/10/2025		**MOTION REFERRAL to Magistrate Judge REMOVED as to: 5 MOTION for Leave to File Excess Pages *for Its Memorandum in Support of Its Motion for Preliminary Injunction.* The motion will be resolved by the District Judge. (kf)** (Entered: 09/10/2025)
09/11/2025	6	ENTRY OF APPEARANCE by W. Joseph Hatley on behalf of Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Holly Pittman (Hatley, W.) (Entered: 09/11/2025)
09/11/2025	7	ENTRY OF APPEARANCE by David Edward Waters on behalf of Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Holly Pittman (Waters, David) (Entered: 09/11/2025)
09/11/2025	8	ENTRY OF APPEARANCE by Caleb Perry Phillips on behalf of Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Holly Pittman (Phillips, Caleb) (Entered: 09/11/2025)
09/11/2025	9	ENTRY OF APPEARANCE by Angus W. Dwyer on behalf of Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Holly Pittman (Dwyer, Angus) (Entered: 09/11/2025)
09/11/2025	10	RESPONSE by Defendants Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Holly Pittman re 5 Motion for Leave to File Excess Pages *"Memorandum in Opposition to Motion for Extra Pages)* (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) (Dwyer, Angus) (Entered: 09/11/2025)
09/12/2025	11	ORDER denying Doc. 5 . Plaintiff CoreCivic filed suit against various Defendants alleging violations of its constitutional rights. Doc. 1. CoreCivic then requested leave to file excess pages in an upcoming motion for a preliminary injunction. Doc. 5. That request is denied. Part of the rationale for establishing page limitations is to focus civil litigants' attention on only the material facts, relevant law, and areas of meaningful dispute. In addition,

		enforcing page limitations helps prevent overwhelming the record with voluminous and unnecessary legal or factual arguments. *See* Hon. Michael G. Williamson, *The 3-3-3 Rule, https://www.flmb.uscourts.gov/judges/tampa/williamson/3-3-3_rule.pdf*, (last visited Sep. 12, 2025) (attributing to Chief Justice Roberts the quip that he had never read a brief and wished it were longer). And nothing in CoreCivic's motion demonstrates that it would be unable to adequately address the pertinent legal and factual issues without additional pages. *Contra* Doc. 5 at 3. If additional information and/or legal authorities are needed, there will be a separate Order directing the filing of such briefs with specific instructions as to what information is being sought. As a result, CoreCivic's requests for more pages, Doc. 5, is DENIED. Signed by District Judge Toby Crouse on 9/12/25. (This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry.) (ta) (Entered: 09/12/2025)
09/15/2025	12	MOTION for Preliminary Injunction *and Declaratory Relief* by Plaintiff CoreCivic, Inc. (Tanner, Kyle) (Entered: 09/15/2025)
09/15/2025	13	MEMORANDUM IN SUPPORT of 12 MOTION for Preliminary Injunction *and Declaratory Relief* by Plaintiff CoreCivic, Inc. (Attachments: # 1 Exhibit List Index of Exhibits, # 2 Exhibit A - Simon Declaration, # 3 Exhibit List Index of Exhibits for Simon Declaration, # 4 Exhibit 1 - Leavenworth Development Regulations, # 5 Exhibit 2 - Ordinance No. 7911, # 6 Exhibit 3 - Resolution No. B-2394, # 7 Exhibit 4 - State Court Amended Petition, # 8 Exhibit 5 - Memo ISO Motion for Temporary Restraining Order and Preliminary Injunction, # 9 Exhibit 6 - Reply Memorandum in Support of Plaintiff's Motion for Temporary Injunction, # 10 Exhibit 7 - Temporary Injunction, # 11 Exhibit 8 - August 12 Order, # 12 Exhibit 9 - August 18, 2025 Order, # 13 Exhibit 10 - KCOA Order Denying Motion to Suspend or Stay, # 14 Exhibit 11 - KCOA Expedited Briefing Order, # 15 Exhibit 12 - September 8 Order, # 16 Exhibit B - Bart Verhulst Declaration, # 17 Exhibit C - Juan Acosta Declaration)(Tanner, Kyle) (Entered: 09/15/2025)
09/16/2025	14	MOTION for attorney Thomas A. Kissane to appear pro hac vice (Pro hac vice fee $50, Internet Payment Receipt Number AKSDC-6772700.) by Plaintiff CoreCivic, Inc. (Motion referred to Magistrate Judge Gwynne E. Birzer.) (Attachments: # 1 ECF Registration Form)(Tanner, Kyle) (Entered: 09/16/2025)
09/16/2025	15	MOTION for attorney Bradley D. Simon to appear pro hac vice (Pro hac vice fee $50, Internet Payment Receipt Number AKSDC-6772727.) by Plaintiff CoreCivic, Inc. (Motion referred to Magistrate Judge Gwynne E. Birzer.) (Attachments: # 1 ECF Registration Form)(Tanner, Kyle) (Entered: 09/16/2025)
09/16/2025	16	ORDER granting 14 and 15 Motions to Appear Pro Hac Vice of Thomas A. Kissane and Bradley D. Simon for CoreCivic, Inc. pursuant to D. Kan. Rule 83.5.4 for purposes of this case only. Signed by Magistrate Judge Gwynne E. Birzer on 9/16/2025. (This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry.) (als) (Entered: 09/16/2025)
09/17/2025	17	NOTICE OF SCHEDULING HEARING: THIS IS AN OFFICIAL NOTICE FOR THIS HEARING. Scheduling Conference set for 9/24/2025 at 09:30 AM in Topeka Courtroom 401 (TC) before District Judge Toby Crouse. (This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry.) (ta) (Entered: 09/17/2025)
09/17/2025	18	ENTRY OF APPEARANCE by David Edward Waters on behalf of Griff Martin, Jermaine Wilson (Waters, David) (Entered: 09/17/2025)
09/17/2025	19	ENTRY OF APPEARANCE by W. Joseph Hatley on behalf of Griff Martin, Jermaine Wilson (Hatley, W.) (Entered: 09/17/2025)
09/17/2025	20	ENTRY OF APPEARANCE by Angus W. Dwyer on behalf of Griff Martin, Jermaine Wilson (Dwyer, Angus) (Entered: 09/17/2025)

09/18/2025	21	ENTRY OF APPEARANCE by Caleb Perry Phillips on behalf of Griff Martin, Jermaine Wilson (Phillips, Caleb) (Entered: 09/18/2025)
09/18/2025	22	MOTION to Strike 12 MOTION for Preliminary Injunction *and Declaratory Relief*, 13 Memorandum in Support of Motion,,,, by Defendants Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Griff Martin, Holly Pittman, Jermaine Wilson (Hatley, W.) (Entered: 09/18/2025)
09/18/2025	23	MOTION for Order *to Shorten Time for Plaintiff to Respond to Motion to Strike* by Defendants Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Griff Martin, Holly Pittman, Jermaine Wilson (Hatley, W.) (Entered: 09/18/2025)
09/19/2025		**MOTION REFERRAL to Magistrate Judge REMOVED as to: 22 MOTION to Strike 12 MOTION for Preliminary Injunction *and Declaratory Relief*, 13 Memorandum in Support of Motion, 23 MOTION for Order *to Shorten Time for Plaintiff to Respond to Motion to Strike.* The motion will be resolved by the District Judge. (kf)** (Entered: 09/19/2025)
09/22/2025	24	MEMORANDUM IN OPPOSITION by Plaintiff CoreCivic, Inc. re 22 MOTION to Strike 12 MOTION for Preliminary Injunction *and Declaratory Relief*, 13 Memorandum in Support of Motion,,,, *Plaintiff CoreCivic's Opposition to Defendants' Motion to Strike CoreCivic's Motion for Preliminary Injunction and Declaratory Relief* (Attachments: # 1 Exhibit A, # 2 Exhibit B)(Tanner, Kyle) (Entered: 09/22/2025)
09/22/2025	25	INDEX OF EXHIBITS by Plaintiff CoreCivic, Inc. re 24 Memorandum in Opposition to Motion, . (Tanner, Kyle) (Entered: 09/22/2025)
09/23/2025	26	REPLY TO RESPONSE TO MOTION by Defendants Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Griff Martin, Holly Pittman, Jermaine Wilson re: 22 Motion to Strike, (Hatley, W.) (Entered: 09/23/2025)
09/23/2025	27	STATEMENT *OF INTEREST* by Interested Party United States. (Inkeles, John) (Entered: 09/23/2025)
09/23/2025	28	City of Leavenworth, Kansas SUMMONS RETURNED EXECUTED -- Personal Service by CoreCivic, Inc. upon Leavenworth, Kansas, City of served on 9/8/2025, answer due 9/29/2025 (Tanner, Kyle) (Entered: 09/23/2025)
09/23/2025	29	Mayor Holly Pittman SUMMONS RETURNED EXECUTED -- Personal Service by CoreCivic, Inc. upon Holly Pittman served on 9/15/2025, answer due 10/6/2025 (Tanner, Kyle) (Entered: 09/23/2025)
09/23/2025	30	Mayor Pro Tem Nancy Bauder SUMMONS RETURNED EXECUTED -- Personal Service by CoreCivic, Inc. upon Nancy Bauder served on 9/15/2025, answer due 10/6/2025 (Tanner, Kyle) (Entered: 09/23/2025)
09/23/2025	31	Edward T. Hingula SUMMONS RETURNED EXECUTED -- Personal Service by CoreCivic, Inc. upon Edd Hingula served on 9/8/2025, answer due 9/29/2025 (Tanner, Kyle) (Entered: 09/23/2025)
09/23/2025	32	Jermaine A. Wilson SUMMONS RETURNED EXECUTED -- Personal Service by CoreCivic, Inc. upon Jermaine Wilson served on 9/15/2025, answer due 10/6/2025 (Tanner, Kyle) (Entered: 09/23/2025)
09/23/2025	33	Griffin W. Martin SUMMONS RETURNED EXECUTED -- Personal Service by CoreCivic, Inc. upon Griff Martin served on 9/15/2025, answer due 10/6/2025 (Tanner, Kyle) (Entered: 09/23/2025)

09/24/2025	34	MOTION for Extension of Time to File Response as to 12 MOTION for Preliminary Injunction *and Declaratory Relief*, 13 Memorandum in Support of Motion, *(Conditional)* by Defendants Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Griff Martin, Holly Pittman, Jermaine Wilson (Hatley, W.) (Entered: 09/24/2025)
09/24/2025	35	MINUTE ENTRY for proceedings held before District Judge Toby Crouse: SCHEDULING CONFERENCE held on 9/24/2025. The Court DENIES 22 Motion to Strike; and DENIES 23 Motion for Order to Shorten Time. The Court sets deadlines for filing any motion to dismiss and also sets a hearing on the Motion for Preliminary Injunction. Briefing Deadline set for 10/10/2025. Response deadline 10/31/2025. Reply deadline 11/7/2025. Preliminary Injunction/Motion Hearing set for 11/25/2025 at 03:00 PM in Topeka Courtroom 401 (TC) before District Judge Toby Crouse. (Court Reporter Kelli Stewart.) (ta) (Entered: 09/24/2025)
09/25/2025		**MOTION REFERRAL to Magistrate Judge REMOVED as to: 34 MOTION for Extension of Time to File Response as to 12 MOTION for Preliminary Injunction *and Declaratory Relief*, 13 Memorandum in Support of Motion*(Conditional).* The motion will be resolved by the District Judge. (kf)** (Entered: 09/25/2025)
09/26/2025	36	Amended MOTION for Preliminary Injunction *and Declaratory Relief* by Plaintiff CoreCivic, Inc. (Tanner, Kyle) (Entered: 09/26/2025)
09/26/2025	37	MEMORANDUM IN SUPPORT of 36 Amended MOTION for Preliminary Injunction *and Declaratory Relief* by Plaintiff CoreCivic, Inc. (Attachments: # 1 Index of Exhibits, # 2 Exhibit A-Declaration of Bradley D. Simon, # 3 Exhibit B-Declaration of Bart Verhulst, # 4 Exhibit C-Declaraton of Juan Acosta)(Tanner, Kyle) (Entered: 09/26/2025)
09/29/2025	38	ORDER denying as moot Docs. 12 and 34 . Plaintiff filed a motion for a preliminary injunction. Doc. 12. A hearing was held to set a briefing schedule and a preliminary injunction hearing. Doc. 35. Following that hearing, Plaintiff filed an amended motion for a preliminary injunction. Doc. 36. Accordingly, the original motion for a preliminary injunction, Doc. 12, is DENIED as moot because it has been superseded, and the motion for additional time to respond to it, Doc. 34, is DENIED as moot. Defendant's response to the amended motion for a preliminary injunction is due on or before October 10, 2025. Any reply shall be filed on or before November 7, 2025. Signed by District Judge Toby Crouse on 9/29/25. (This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry.) (ta) (Entered: 09/29/2025)
10/07/2025	39	MEMORANDUM IN OPPOSITION by Defendants Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Griff Martin, Holly Pittman, Jermaine Wilson re 36 Amended MOTION for Preliminary Injunction *and Declaratory Relief* (Attachments: # 1 Exhibit Exhibit A - CoreCivic Sept. 29, 2025 Press Release, # 2 Exhibit Exhibit B - CoreCivic 2024 10-K, # 3 Exhibit Exhibit C - Roberta Beier Declaration, # 4 Exhibit Exhibit D - CoreCivic Brief Filed in Kansas Court of Appeals, # 5 Exhibit Exhibit E - CoreCivic State Court Petition)(Hatley, W.) (Entered: 10/07/2025)
10/09/2025	40	INDEX OF EXHIBITS by Defendants Nancy Bauder, Edd Hingula, Leavenworth, Kansas, City of, Griff Martin, Holly Pittman, Jermaine Wilson re 36 Amended MOTION for Preliminary Injunction *and Declaratory Relief (Memorandum in Opposition)* (Hatley, W.) (Entered: 10/09/2025)

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Description:	Docket Report	**Search Criteria:**	2:25-cv-02457-TC-GEB
Billable Pages:	8	**Cost:**	0.80

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC.,	)	
	)	
Plaintiff,	)	
v.	)	
	)	
CITY OF LEAVENWORTH, KANSAS, MAYOR HOLLY PITTMAN, MAYOR PRO TEM NANCY BAUDER, COMMISSIONERS GRIFF MARTIN, JERMAINE WILSON AND EDD HINGULA, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE LEAVENWORTH CITY COMMISSION,	)	**Case No. 2:25-cv-2457**
	)	
Defendants.	)	

COMPLAINT

Plaintiff CoreCivic, Inc. ("CoreCivic" or "Plaintiff"), by and through undersigned counsel, brings this Complaint against Defendants the City of Leavenworth, Kansas (the "City" or the "City of Leavenworth"); Mayor Holly Pittman; Mayor Pro Tem Nancy Bauder; and Commissioners Griff Martin, Jermaine Wilson, and Edd Hingula, in their official capacities and as members of the Leavenworth City Commission (collectively with the City, "Defendants").

INTRODUCTION

1. This is a civil rights action brought under 42 U.S.C. § 1983 to enjoin and remedy ongoing violations of the Supremacy Clause of the United States Constitution and other federal rights.

2. Plaintiff CoreCivic is a private company that has reached an agreement with the Federal Government to manage and operate the Midwest Regional Reception Center, a detention facility located at 100 Highway Terrace in Leavenworth, Kansas (the "Property"). The City of Leavenworth, through its City Commission, is unlawfully requiring Plaintiff to obtain a local

Special Use Permit (a "SUP") before it may carry out its obligations to the Federal Government. This constitutes an unconstitutional interference with the operations of the Federal Government and a violation of rights secured by federal law.

3. On March 25, 2025, the City of Leavenworth adopted Resolution No. B-2394 entitled "A Resolution of the City Commission of the City of Leavenworth, Kansas, Regarding Certain Jail and Prison Uses on Property Located at 100 Highway Terrace, Leavenworth, Kansas." ("Resolution No. B-2394" or the "Resolution"). A true and correct copy of the Resolution is attached hereto as Exhibit A.

4. Adopted by a 5-0 vote by City Commission members Mayor Holly Pittman, Mayor Pro Tem Nancy Bauder, and Commissioners Griff Martin, Jermaine Wilson and Edd Hingula, Resolution No. B-2394 prohibits CoreCivic from using the Property as a federal detention center under the guise that a SUP is now required, even though the City acknowledged for more than a decade that CoreCivic was exempt from a SUP based on its historic and existing use of the Property, and the City allowed its operation as a detention center during that time without a SUP.

5. Resolution No. B-2394 substantially interferes with and obstructs the Congressionally funded and approved enforcement of federal immigration law by U.S. Immigration and Customs Enforcement ("ICE"). In particular, Resolution No. B-2394 prohibits performance of the agreement that ICE entered into with CoreCivic in March 2025 (the "ICE Agreement"), pursuant to which CoreCivic is to operate and manage the Property – as it has done since 1992 with other partners, including the United States Marshals Service.

6. The Federal Government has express statutory power to detain individuals in connection with federal immigration proceedings (8 U.S.C. § 1231(g)(1)), and to make arrangements with third parties to house federal detainees in private facilities (8 U.S.C. §

1231(g)(1)).

7. Yet, because of Resolution No. B-2394, the City now contends it is illegal for the Federal Government or CoreCivic to perform under their agreement to use the Property as an immigration detention facility.

8. Any state law that interferes with or is contrary to the laws of Congress is invalid pursuant to Article VI, ¶2 of the United States Constitution (the "Supremacy Clause"). The immunity of the Federal Government from state, local or city regulation is a fundamental principle of the Constitution.

9. The ICE Agreement provides for CoreCivic to house federal immigration detainees at the Property. CoreCivic would perform the ICE Agreement but for Resolution No. B-2394.

10. Because it prevents ICE from performing the ICE Agreement with CoreCivic, Resolution No. B-2394 directly regulates the authority of the Federal Government in its exercise of sovereign powers within the supreme sphere of federal action. Because the City has applied Resolution No. B-2394 to CoreCivic's operations at the Property to directly target CoreCivic's role as a federal contractor, that application constitutes impermissible discrimination against the Federal Government and CoreCivic as its contractor. As applied to CoreCivic's operations at the Property under the ICE Agreement, Resolution No. B-2394 substantially interferes with and obstructs the operation of federal immigration law.

11. This Court should therefore declare that Resolution No. B-2394 is unconstitutional as contrary to the principles of intergovernmental immunity and preemption, and enter a permanent injunction 1) restraining the City from enforcing the Resolution against CoreCivic, and 2) permitting CoreCivic to perform under its agreement with ICE to use the Property as an immigration detention facility.

JURISDICTION AND VENUE

12. This Court has jurisdiction under 28 U.S.C. § 1343(a)(3) because the action arises under 42 U.S.C. § 1983.

13. This Court also has jurisdiction under 28 U.S.C. § 1331 because the question of whether Resolution No. B-2394 violates the United States Constitution is a federal question.

14. This Court also has jurisdiction under 28 U.S.C. § 1332 because a) CoreCivic and Defendants are citizens of different states, and b) the monetary value of the benefit that would flow to CoreCivic if the injunction were granted exceeds $75,000, exclusive of interest and costs.

15. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this claim occurred, and the Property that is the subject of this action is situated in this District and the effects of Resolution No. B-2394 are being and will continue to be felt in this District.

THE PARTIES

16. Plaintiff CoreCivic is a Maryland corporation with its principal place of business in Brentwood, Tennessee. CoreCivic operates private correctional and detention facilities throughout the United States.

17. Defendant City of Leavenworth, Kansas, is a city in the State of Kansas, Leavenworth County.

18. Defendants Mayor Holly Pittman, Mayor Pro Tem Nancy Bauder, Griff Martin, Jermaine Wilson and Edd Hingula are members of the City Commission and, upon information and belief, citizens, residents and domiciliaries of the State of Kansas.

FACTUAL BACKGROUND

A. CoreCivic's Use of the Property in Leavenworth, Kansas, and the City's Development Regulations

19. CoreCivic is a private corporation that operates prisons and jails across the United States.

20. Since 1992, CoreCivic has owned and operated a detention facility, located at 100 Highway Terrace in Leavenworth, Kansas, including under a contract with the United States Department of Justice's U.S. Marshals Service for substantially all of that time. From its inception, the Property has been used as a jail or prison, as those terms are defined under the City of Leavenworth's Development Regulations. The relevant sections of the City's Development Regulations cited in this complaint are attached hereto as Exhibit B ("Dev. Regs.").[1]

21. In 2012, the City of Leavenworth enacted Ordinance No. 7911, which amended the Development Regulations, prohibiting the operation of a jail or prison without a SUP issued by the City. A true and correct copy of Ordinance No. 7911 is attached hereto as Exhibit C; s*ee also* Dev. Regs., Exhibit B, Sec. 2.04.A.

22. With the enactment of Ordinance No. 7911, a party whose property was subject to a SUP was required to submit an application and supporting documentation to the City Commission before using the property for a particular purpose. Dev. Regs., Exhibit B, Sec. 2.04.B. The application would then be subject to a series of procedures: among others, a notice of the application would be made to the public (Sec. 2.04.B.3); a public hearing before the Planning Commission would be held (Sec. 2.04.B.2 & 4); the Planning Commission would issue

[1] A complete copy of the City of Leavenworth's Development Regulations is available at the following link: https://www.leavenworthks.gov/sites/default/files/fileattachments/planning_amp_community_development/page/4941/2024_complete_development_regulations.pdf.

recommendations on the application (Sec. 2.04.B.5); the public could submit protest petitions relating to the application (Sec. 2.04.B.6); and the City Commission would ultimately decide whether to issue the SUP (Sec. 2.04.B.6), namely a "signed document from a designated community official authorizing development" (Art. 12) (defining "Permit").

23. The Development Regulations also set rules for the continuation and rescission of a SUP. Section 2.04.C of the Regulations explained that

> A [SUP] may be granted by and continued annually by the City Commission, City of Leavenworth, Kansas. The continuation of a [SUP] exists within the property as long as such [SUP] is used in accordance with its original intended and approved purpose and the annual SUP fee is paid. Any discontinuance of more than 12 months, violation of permit conditions, or failure to pay a fee may enable the City Commission to administratively rescind a [SUP].

24. Having operated its Property at 100 Highway Terrace as a jail since 1992, CoreCivic was not subject to the Development Regulations' provisions regarding SUPs. CoreCivic was expressly *exempt* from the SUP requirement as its use of the Property was grandfathered under Section 1.05.E.2 of the Development Regulations, which deemed the Property both an "existing special use" and a "lawful conforming use":

> Status of existing uses designated as special uses. Any existing legal use at the effective date [November 13, 2012] of these Development Regulations which is designated as a special use by these Development Regulations shall be deemed as **[1] an existing special use and [2] a lawful conforming use**.
>
> Dev. Regs., Exhibit B, Sec. 1.05.E.2 (emphasis and brackets added).

25. Given its exempt status, CoreCivic has never had, and was never required to have, a SUP, nor has it been required to pay the annual fee associated with a SUP.

26. On January 26, 2021, President Biden issued Executive Order 14006, titled "Reforming Our Incarceration System to Eliminate the Use of Privately Operated Criminal Detention Facilities," directing that the Department of Justice not renew contracts with privately

operated criminal detention facilities.

27. In late 2021, CoreCivic's contract with the U.S. Marshals Service ended and CoreCivic ceased housing detainees at the Property shortly thereafter. Nonetheless, CoreCivic continued to maintain the Property so as to ensure it could remain in use as a detention center. Among other things, CoreCivic maintained staff at the Property, employed individuals at the Property, marketed the Property, responded to requests for proposals for the Property, and engaged in contract negotiations for detention services at the Property with potential partners, including with ICE.

B. U.S. Immigration and Customs Enforcement's Legal Mandate to Manage Immigration Detention

28. ICE manages and oversees the Nation's civil immigration detention system.

29. Congress reassigned the border-enforcement functions formerly assigned to the Immigration and Naturalization Service to ICE, part of the U.S. Department of Homeland Security, in November 2002. ICE began operations in March 2003 as The Bureau of Immigration and Customs Enforcement and was renamed U.S. Immigration and Customs Enforcement in March 2007.

30. Congress has authorized or required the detention of aliens under several different statutes and conditions. *See*, *e.g.*, 8 U.S.C. §§ 1225(b)(1)(B)(ii), 1225(b)(2)(A), 1226(a), 1226(c).

31. Congress has also directed that the Secretary of Homeland Security "shall arrange for appropriate places of detention for aliens detained pending removal or a decision on removal," 8 U.S.C. § 1231(g)(1),[2] and instructed that ICE "shall consider the availability for purchase or

[2] The authority granted to the Attorney General by §1231(g) and related provisions now resides in the Secretary of Homeland Security and divisions of his Department, including ICE.

lease of any existing prison, jail, detention center, or other comparable facility for [detention]" "[prior] to initiating any project for the construction of any new detention facility," *id.* § 1231(g)(2). Thus, Section 1231(g)(2) authorizes ICE to use private contractors to arrange for detention.

32. The Secretary also has "authority to make contracts . . . as may be necessary and proper to carry out the Secretary's responsibilities." 6 U.S.C. § 112(b)(2). And pursuant to federal regulations, the Secretary may "delegate broad authority to manage the agency's contracting functions to heads of such contracting activities." 48 C.F.R. § 1.601(a). ICE officials "may enter into contracts of up to fifteen years' duration for detention or incarceration space or facilities, including related services." 48 C.F.R. § 3017.204-90.

C. ICE's Agreement with CoreCivic to House Detainees at the Property

33. On January 20, 2025, President Trump signed Executive Order 14159, titled "Protecting the American People Against Invasion," reversing Executive Order 14006 and allowing the Federal Government to contract with private companies for the operation of detention facilities.

34. In early March 2025, CoreCivic entered into the ICE Agreement, confirming a relationship at the Property valued by CoreCivic at over $50 million annually for a period of five years, to provide urgent and essential detention services to ICE for individuals in federal immigration custody and to house more than 1,000 detainees pending the outcome of immigration proceedings.

35. The ICE Agreement is essential as the Property plays a critical role in supporting the operational and logistical needs of ICE in the region. Strategically positioned in the central United States, the Property serves as a vital hub for the short-term and transitional housing of

detainees who are subject to removal proceedings or awaiting deportation. Additionally, its proximity to major transportation corridors and ICE field offices allows for efficient detainee processing, court appearances, and transfer operations. The Property is also essential to relieve pressure on other overcrowded detention centers, ensuring compliance with federal detention standards and supporting ICE's mandate to enforce the nation's immigration laws effectively. Interruptions to the availability or operation of the Property significantly disrupt ICE's regional enforcement capabilities and strain its national detention network.

D. Defendants Adopt Resolution No. B-2394 Thwarting ICE's Use of the Property

36. In response to CoreCivic's announcement that it had agreed with ICE to house detainees at the Property, the City adopted Resolution No. B-2394 on March 25, 2025.

37. The City Commission proclaimed in the Resolution – incorrectly – that the use of the Property by CoreCivic "as a jail or prison was discontinued and abandoned on or about January 1, 2022, and has not been reestablished as of the date of this resolution, such that the use was discontinued or abandoned for a period exceeding twelve (12) months." Resolution, Exhibit A, Sec. 2. According to the City Commission, this purported discontinuance or abandonment of use authorized it – "pursuant to Sec. 2.04.C of the Development Regulations" (addressing SUP discontinuances or violations) – to "administratively rescind[] any and all special use permits or special use designations for … the Property as a jail and/or prison" *Id.*, Sec. 4.[3] However, as stated above, the Property never had or required a SUP and was not subject to the requirements of Sec.

[3] The Resolution also erroneously determined that the Property could no longer operate as a jail or prison because its use was no longer "a lawful **nonconforming** use" under Section 1.05.D.8 of the Development Regulations, *id.* at Sec. 2 and 3 (emphasis added), and, as such, the Property now needed a SUP to operate. *Id.* at Sec. 3. However, the Property was never deemed a "nonconforming use." In fact, when its use was grandfathered in 2012, it was designated as a "lawful **conforming** use," Dev. Reg., Exhibit B, Sec. 1.05.E.2 (emphasis added), and nothing in the Development Regulations provides for the revocation of such a designation.

2.04.C of the Development Regulations.

E. The City Initiates Litigation in Federal and State Court

38. On March 31, 2025, the City filed a lawsuit in the United States District Court for the District of Kansas based solely on the Declaratory Judgment Act, seeking declaratory and injunctive relief to prevent CoreCivic from operating the Property without a SUP. *City of Leavenworth, Kansas v. CoreCivic, Inc.*, No. 25-cv-02169-TC-BGS. On May 22, 2025, the Honorable Toby Crouse, U.S.D.J., dismissed the City's complaint for lack of subject matter jurisdiction because the City had failed "to allege that the sum or value of the dispute exceeds $75,000 as required to establish diversity jurisdiction under Section 1332." *See* Memorandum and Order, Dkt No. 37, at 5. The Court also noted that "[o]ne may (and CoreCivic does) reasonably argue that the City's claim must be dismissed under Fed. R. Civ. P. 12(b)(6) for failure to state a claim because it fails to assert any valid cause of action." *Id.* (citations omitted.)

39. On May 23, 2025, the City filed a petition in the District Court of Leavenworth County, Kansas. *City of Leavenworth, Kansas v. CoreCivic, Inc., et al.*, Case No. LV-2025-CV-000180 (Bryant, John J). And on June 2, 2025, it filed an amended petition. As described in the amended petition, the issue presented in that case is "whether CoreCivic may use its property for a jail or prison within the City without first obtaining from the City a special use permit, as required by the City's Development Regulations." *See* Amended Petition (Dkt. No. 13), ¶ 2. The City's amended petition asks the state court to determine that the City Commission correctly found that CoreCivic had "abandoned" the Property in early 2022, and that the City Commission applied municipal law correctly when requiring, in accordance with the Development Regulations, that CoreCivic obtain a SUP before operating the Property as a jail or prison. The City thus seeks a declaration and injunction under Kansas state law (Kan. Stat. Ann. §§ 60-1701 and 12-761) that

prevents CoreCivic from housing detainees at the Property without first obtaining a SUP. *See* Amended Petition at 20 (Count I), 21 (Count II).

40. The City's amended petition also contains a public nuisance count against CoreCivic pursuant to Kan. Stat. Ann. §§ 60-908, 12-761(b), and Ordinance 8113 of the City of Leavenworth, alleging that the operation of "a jail or prison without a special use permit will interfere with the interests of the community and the comfort and convenience of the general public," and "will annoy a substantial portion of the community." *Id.* at 24, ¶¶ 84-85.[4]

41. On June 11, 2025, the District Court of Leavenworth County issued a temporary injunction "[b]ecause CoreCivic has no special use permit to operate a detention center, jail, or prison." Temporary Injunction (Dkt. No. 45), at 5. The state court temporarily enjoined CoreCivic from operating the Property as a jail or prison pending a full determination on the merits or as "otherwise expressly permitted … by this Court or another court of competent jurisdiction." *Id.* at 6. CoreCivic has timely appealed the state court's injunction.

COUNT I
VIOLATION OF 42 U.S.C. § 1983 – DECLARATORY JUDGMENT/PERMANENT INJUNCTION REGARDING SUPREMACY CLAUSE

42. Plaintiff repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

43. Defendant City of Leavenworth is a municipal corporation and is a "person" within the meaning of 42 U.S.C. § 1983.

44. Resolution B-2394 was taken under color of state law and pursuant to official

[4] The City's amended petition also asserts claims against CoreCivic's Warden Misty Mackey for public nuisance, injunctive relief, and aiding and abetting CoreCivic. *Id.* at 21 (Count II), 23 (Count III), 24 (Count IV).

municipal policy or custom, as reflected by a formal vote and adoption by the City Commission, and its exercise of policymaking authority with respect to land use and zoning decisions.

45. The City's enforcement of Resolution B-2394 to prohibit CoreCivic from operating a civil detention facility on the Property without first obtaining a SUP violates rights secured to CoreCivic by the Constitution and laws of the United States.

46. The City's enforcement of Resolution B-2394 to prohibit CoreCivic from operating a civil detention facility on the Property without first obtaining a SUP regulates the operations of the Federal Government by obstructing, controlling, burdening and substantially interfering with federally authorized or mandated activity, in violation of rights secured by the Constitution and laws of the United States, including but not limited to the Supremacy Clause of Article VI of the Constitution.

47. Federal immigration law provides that ICE "shall arrange for appropriate places of detention for aliens detained pending removal or a decision on removal," and "[w]hen United States facilities are unavailable or facilities adapted or suitably located for detention are unavailable for rental, the Attorney General [now ICE] may expend . . . amounts necessary to acquire land and to acquire, build, remodel, repair, and operate facilities . . . necessary for detention." 8 U.S.C. § 1231(g)(1).

48. Congress has instructed that ICE "shall consider the availability for purchase *or lease* of any existing prison, jail, detention center, or other comparable facility suitable for [detention]" before beginning any project to develop a new detention facility. 8 U.S.C. § 1231(g)(2) (emphasis added).

49. Section 1231(g)(1) vests ICE with broad discretion to determine where aliens are detained. *See also* 28 U.S.C. § 530C(a)(4) (authorizing Attorney General/ICE, in their "reasonable

discretion," to carry out the activities of the Department of Justice "through any means," including "through contracts, grants, or cooperative agreements with non-Federal parties").

50. The City's actions directly and proximately caused Plaintiff to suffer violations of constitutional rights, including but not limited to interference with Plaintiff's contractual or statutory obligations to the Federal Government, delay or denial of use of its Property, and exposure to legal, financial, and operational harm.

51. The City's conduct constitutes an actionable violation of 42 U.S.C. § 1983. CoreCivic is therefore entitled to declaratory and injunctive relief, attorneys' fees under 42 U.S.C. § 1988, and all other just and proper relief.

COUNT II
VIOLATION OF 42 U.S.C. § 1983 – DECLARATORY JUDGMENT/PERMANENT INJUNCTION REGARDING VIOLATION OF INTERGOVERNMENTAL IMMUNITY/DIRECT REGULATION

52. Plaintiff repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

53. CoreCivic, as a contractor for the United States, enjoys and is clothed in the Federal Government's intergovernmental immunity under the Supremacy Clause.

54. Intergovernmental immunity "prohibit[s] state laws that *either* 'regulat[e] the United States directly *or* discriminat[e] against the Federal Government or those with whom it deals." *United States v. Washington*, 142 S. Ct. 1976, 1984 (2022) (emphasis in original, citation omitted).

55. Congress has not authorized the City of Leavenworth to interfere with the Federal Government's activities with respect to private detention facilities like CoreCivic's.

56. Resolution No. B-2394 prohibits the Federal Government from operating with its

desired personnel and exercising its discretion to arrange for immigration detention in the privately run facilities it has deemed appropriate.

57. Resolution No. B-2394 is unconstitutional, and invalid as applied to CoreCivic's operations at the Property on behalf of ICE, under the principle of intergovernmental immunity/direct regulation.

58. The City's actions directly and proximately caused Plaintiff to suffer violations of constitutional rights, including but not limited to interference with Plaintiff's contractual or statutory obligations to the Federal Government, delay or denial of use of its Property, and exposure to legal, financial, and operational harm.

59. The City's conduct constitutes an actionable violation of 42 U.S.C. § 1983. CoreCivic is therefore entitled to declaratory and injunctive relief, attorneys' fees under 42 U.S.C. § 1988, and all other just and proper relief.

COUNT III
VIOLATION OF 42 U.S.C. § 1983 – DECLARATORY JUDGMENT/PERMANENT INJUNCTION REGARDING VIOLATION OF INTERGOVERNMENTAL IMMUNITY/DISCRIMINATION

60. Plaintiff repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

61. The City has applied the Resolution to CoreCivic's operations at the Property on behalf of ICE for reasons particular to CoreCivic's role as a federal contractor housing civil immigration detainees.

62. Resolution No. B-2394 is unconstitutional, and invalid as applied to CoreCivic's operations at the Property on behalf of ICE, under the principle of intergovernmental immunity/discrimination.

63. The City's actions directly and proximately caused Plaintiff to suffer violations of constitutional rights, including but not limited to interference with Plaintiff's contractual or statutory obligations to the Federal Government, delay or denial of use of its Property, and exposure to legal, financial, and operational harm.

64. The City's conduct constitutes an actionable violation of 42 U.S.C. § 1983. CoreCivic is therefore entitled to declaratory and injunctive relief, attorneys' fees under 42 U.S.C. § 1988, and all other just and proper relief.

COUNT IV
VIOLATION OF 42 U.S.C. § 1983 – DECLARATORY JUDGMENT PERMANENT INJUNCTION REGARDING FEDERAL PREEMPTION OF STATE LAW

65. Plaintiff repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

66. By prohibiting ICE's use of the Property as a detention facility for civil immigration detainees, Resolution No. B-2394 reduces ICE's discretion to determine where to house federal immigration detainees, and it prohibits a means of federal detention that Congress authorized. It frustrates Congress's delegation of discretion to ICE to discharge its Constitutional and statutory responsibilities, and it obstructs the Federal Government's contracting decisions by displacing the Federal Government's determination of what immigration detention facilities are "appropriate." 8 U.S.C. § 1231(g)(1).

67. Resolution No. B-2394 is therefore in conflict with federal immigration law, interferes with the purpose behind the federal immigration law, and presents a substantial obstacle to the purposes of Congress in enacting the federal immigration law.

68. Resolution No. B-2394 is unconstitutional and invalid as applied to CoreCivic's operations at the Property on behalf of ICE under principles of conflict and obstacle preemption.

69. The City's actions directly and proximately caused Plaintiff to suffer violations of constitutional rights, including but not limited to interference with Plaintiff's contractual or statutory obligations to the Federal Government, delay or denial of use of its Property, and exposure to legal, financial, and operational harm.

70. The City's conduct constitutes an actionable violation of 42 U.S.C. § 1983. CoreCivic is therefore entitled to declaratory and injunctive relief, attorneys' fees under 42 U.S.C. § 1988, and all other just and proper relief.

PRAYER FOR RELIEF

WHEREFORE, CoreCivic respectfully requests that this Court enter judgment:

a. Declaring that the City of Leavenworth's requirement that CoreCivic obtain a local Special Use Permit before operating a federal detention facility at 100 Highway Terrace in Leavenworth, Kansas, is unconstitutional and unenforceable;

b. Declaring that Resolution No. B-2394, as applied to CoreCivic's operations at the Property on behalf of ICE, violates the Supremacy Clause of the United States Constitution and the doctrine of intergovernmental immunity;

c. Permanently enjoining the City of Leavenworth, as well as its successors, agents, employees, and all those under its supervision, from enforcing or attempting to enforce Resolution No. B-2394 as to CoreCivic's operations at the Property on behalf of ICE;

d. Awarding CoreCivic its costs, attorneys' fees, and any other relief to which it may be entitled under 42 U.S.C. § 1988 or as justice requires; and

e. Granting such other and further relief as the Court deems just and proper.

Dated: August 8, 2025

Respectfully submitted,

HUSCH BLACKWELL LLP

/s/ Jacob N. Reinig
Jacob N. Reinig, MO Bar #72247
4801 Main Street, Suite 1000
Kansas City, MO 64112
Telephone: 816-983-8000
Facsimile: 816-983-80280
Jake.Reinig@huschblackwell.com

SCHLAM STONE & DOLAN LLP

Bradley D. Simon (pro hac vice forthcoming)
Thomas A. Kissane (pro hac vice forthcoming)
26 Broadway, 19th Fl.
New York, New York 10004
Telephone: (212) 344-5400
Fax: (212) 344-7677
bsimon@schlamstone.com
tkissane@schlamstone.com

Attorneys for Plaintiff CoreCivic, Inc.

EXHIBIT A

RESOLUTION NO. B-2394

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEAVENWORTH, KANSAS, REGARDING CERTAIN JAIL AND PRISON USES ON PROPERTY LOCATED AT 100 HIGHWAY TERRRACE, LEAVENWORTH, KANSAS.

WHEREAS, the Kansas planning and zoning act, K.S.A. 12-741 *et seq*. (the "Act"), is enabling legislation for the enactment by cities and counties of planning and zoning laws and regulations "for the protection of the public health, safety and welfare" (K.S.A. 12-741(a)); and

WHEREAS, pursuant to the Act, the City of Leavenworth, Kansas (the "City") has adopted certain "Development Regulations" as more particularly set forth in Appendix A of and to the Code of Ordinances, Leavenworth, Kansas (the "City Code"); and

WHEREAS, the Development Regulations, at Sec. 1.01.B, provide that the Development Regulations serve certain purposes, including but not limited to "promote the health, safety, comfort and economic development of the city", to "preserve and protect property values throughout the city", and to "regulate the location and use of buildings and land within each district or zone"; and

WHEREAS, reference is hereby made to that certain jail and prison use (the "Facility") which commenced operations in or about 1992 on and upon that certain real property commonly known and numbered as 100 Highway Terrace, Leavenworth, Kansas, Parcel No. 052-094-18-0-20-01-002.00-0 (the "Property"), which Property is zoned "I-2" Heavy Industrial District; and

WHEREAS, pursuant to Sec. 1.04 of the Development Regulations, if any building, structure, use, or other action or condition is found to be in violation of the Development Regulations, then in addition to other remedies, the City may institute any appropriate action or proceeding to, among other things, (1) prevent the continuance of any unlawful action or condition, (2) correct or abate any violation, and withhold public improvements until the violation is abated or corrected, and (3) prevent the issuance of permits, occupancy of the building, structure or land, and otherwise prevent any further illegal act, conduct business, or use of the premises; and

WHEREAS, pursuant to Sec. 1.05.D.8 of the Development Regulations, when a nonconforming use is abandoned for a period of twenty-four (24) consecutive months, any subsequent use or occupancy of such land shall comply with the regulations of the zoning district in which such land is located; and

WHEREAS, pursuant to Sec. 2.04.C of the Development Regulations, any discontinuance of a special use for more than twelve (12) months enables the City Commission to administratively rescind any right to engage in such special use; and

WHEREAS, the Facility and the Property have not been used as a jail or prison for more than thirty-six (36) calendar months, with such uses having been discontinued and/or abandoned on or about January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. The above recitals are hereby incorporated into this resolution. This resolution is adopted pursuant to the City's authority, obligation, and responsibility to, among other things, protect the public health, safety, and welfare.

Section 2. The Governing Body hereby finds that the use of the Facility and the Property as a jail or prison was discontinued and abandoned on or about January 1, 2022, and has not been reestablished as of the date of this resolution, such that the use was discontinued or abandoned for a period exceeding twelve (12) months for purposes of Sec. 2.04.C of the Development Regulations and for a period exceeding twenty-four (24) consecutive months for purposes of Sec. 1.05.D.8 of the Development Regulations.

Section 3. To the extent the Facility or the Property could be deemed to be or to have been a lawful nonconforming use, then pursuant to Sec. 1.05.D.8 of the Development Regulations, the Governing Body hereby finds that any use of the Facility and/or the Property as a jail or prison is no longer a lawful nonconforming use and that any use as a jail or prison shall and does require a special use permit as provided for in the City's Development Regulations, and that such uses must otherwise comply with all use regulations applicable to new uses in the I-2 zoning district.

Section 4. To the extent the Facility or the Property could be deemed to have or to have had a special use permit or special use designation, then pursuant to Sec. 2.04.C of the Development Regulations, the Governing Body hereby administratively rescinds any and all special use permits or special use designations for the Facility and the Property as a jail and/or prison under City Code and the City's Development Regulations.

Section 5. Nothing herein shall be deemed, by itself, to constitute a waiver by the Governing Body or the City of any provision of the Development Regulations or other applicable law.

Section 6. The Mayor, City Manager, City Attorney, and Director of Planning & Community Development are hereby authorized and directed to take such other actions as may be appropriate, desirable, or necessary to accomplish the purposes of this resolution, including but not limited to the institution or defense of any appropriate legal proceedings related to Facility, the Property, and/or the matters that are the subject of this resolution.

Section 7. This resolution shall be effective upon its adoption by the Governing Body of the City of Leavenworth, Kansas.

PASSED AND ADOPTED by the City Commission of the City of Leavenworth, Kansas, this 25th day of March, 2025.

Holly Pittman, Mayor

{SEAL}

SEAL OF THE CITY OF LEAVENWORTH CORPORATE SEAL KANSAS

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

EXHIBIT B

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APPENDIX A – USE TABLE

ARTICLE 1. GENERAL PROVISIONS

1.01 Overview

A. ***Title.*** These regulations, shall be known, as the "Development Regulations of the City of Leavenworth, Kansas." These regulations are adopted pursuant to Kansas Statues 12-747 *et. seq.* and 12-757 *et. seq.*

B. ***Purpose***. These regulations serve the following purposes:

1. To promote the health, safety, comfort and economic development of the city;
2. To preserve and protect property values throughout the city;
3. To regulate the height, number of stories and size of buildings; the percentage of lot coverage; the size of yards, courts, and other open spaces; and density of population;
4. To divide the jurisdictional area into zones and districts;
5. To regulate the location and use of buildings and land within each district or zone.

C. ***Jurisdiction.*** These regulations apply to all land and structures within the incorporated area of the City of Leavenworth, Kansas. Fort Leavenworth, the U.S. Penitentiary, and the Veterans Administration Reservations are excluded from the jurisdiction of these regulations.

D. ***Exemptions.*** The following structures and uses shall be exempt from the provisions of these regulations:

1. *Utilities.* Poles, wires, cables, conduits, vaults, laterals, pipes, street lighting, mains, valves, or other similar equipment or improvements for the distribution to consumers of telephone or other communications, electricity, gas, or water, or the collection of sewage or surface water operated or maintained by a public utility.
2. *Railroads.* Railroad track, signals, bridges, and similar facilities and equipment located on a railroad right-of-way, and maintenance and repair work on such facilities and equipment.

E. ***Annexation.***

1. All territory annexed into the City of Leavenworth, voluntarily or involuntarily, shall be zoned after annexation in accordance with the zoning district most closely matching the Comprehensive Land Use Plan for that area, determined by Table 1-01 below.
2. The landowner may propose a different zoning classification through an application for rezoning, as provided elsewhere in this code. The rezoning must be completed at or before the time the annexation petition is presented to the City Commission for consideration.

Table 1-01: Zoning District & Direct Future Land Use Map Associations

Zoning District	Future Land Use Map Designation
R1-25 Low Density Single-Family Residential District	Low Density Residential
R1-9 Medium Density Single-Family Residential District	Low or Medium Density Residential
R1-7.5 Medium Single-Family Residential District	High Density Residential
R1-6 High Density Single-Family Residential District	High Density Residential
R4-16 Medium Density Multiple Family Residential District	High Density Residential
R-MF Multiple-Family Residential District	Multi Family
RMX-Residential Mixed Use	Urban Residential
MP Mobile/Manufactured Home Park District	Multi Family
NBD Neighborhood Business District	Commercial
OBD Office Business District	Commercial
CBD Central Business District	Commercial
GBD General Business District	Commercial
I-1 Light Industrial District	Industrial
I-2 Heavy Industrial District	Industrial
PUD Planned Unit Development District	Not Applicable
FP Flood Plain District	Not Applicable

F. ***Severability.*** It is intended that each and every provision of these regulations, to the extent they may reasonably be interpreted and applied independently from any other provision, shall stand alone as an independent and separate regulation of the city. If any section, subsection, clause, phrase, or portion of these regulations is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining or any other portions of these regulations.

1.02. Administration

A. ***Authorities.*** The following authorities are responsible for the administration of specified aspects of these regulations:

1. *Planning Commission.* It is the duty of the Planning Commission (PC) to publicly hear testimony concerning proposed changes in zoning districts, amendments to this ordinance, proposed annexations, proposed special use permits, and review disputed site plans and then to make appropriate recommendations to the City Commission. The Planning Commission shall operate according to a set of bylaws approved by the City Commission.

2. *Board of Zoning Appeals.* It is the duty of the Board of Zoning Appeals (BZA) to conduct public hearings and to take final action on appeals from interpretation and enforcement actions of administrative officials; to conduct public hearings and act on requests for variances from this ordinance; to conduct public hearings and act on requests for exceptions to the provisions of this ordinance in those instances where the Board is specifically authorized to grant such exceptions and only under the terms of this ordinance. Appeal of decisions by the Board is made to District Court. The Board of Zoning Appeals shall operate according to a set of bylaws approved by the City Commission.

3. *Development Review Committee.* It is the duty of the Development Review Committee (DRC) to plan, coordinate, review, and facilitate all new development and substantial redevelopment within the City; including all development applications and requests for variances and exceptions.

   a. Development issues will entail the adequate provision of power, potable water, sewage service, communications, road access and capacity, solid waste disposal, life safety aspects, comprehensive plan compatibility, requests for minor modifications, zoning appropriateness, storm drainage, visual aesthetics, and all other issues which may be necessary to provide for the health, safety, and welfare of the citizens of Leavenworth.

   b. The Development Review Committee (DRC) shall be comprised of the following persons or their designated representatives, or other similar city representatives designated by the City Manager:

      (1) Chief Building Inspector
      (2) City Clerk
      (3) City Manager
      (4) Assistant City Manager
      (5) City Planner
      (6) Economic Development Director
      (7) Fire Chief
      (8) Parks & Recreation Director
      (9) Planning & Community Development Director
      (10) Police Chief
      (11) Public Works Director

   c. *Meetings.* The Development Review Committee (DRC) shall meet weekly in the City Commission Chambers, as needed. The City Planner, or designee, shall prepare the weekly agenda, and shall provide the necessary staff to record meeting minutes and maintain a record of documents submitted for each agenda item.

   d. *Chair.* The City Planner shall be the administrative coordinator of the Development Review Committee (DRC) and shall preside as the Chair.

4. *City Commission.* Upon receipt of recommendations from the Planning Commission, the City Commission shall act as the final local authority on all requests for district boundary changes, amendments to the text of this ordinance, annexation requests, approval of disputed site plans and special use permits. The City Commission may grant extensions of time for submission or completion of projects, as it deems expedient. Appeals from decisions of the City Commission are made to District Court. The City Commission shall hear all appeals from staff decisions referred to it under these Development Regulations.

5. *Administrative Staff*. The Director is responsible for the enforcement of this Ordinance. Implementation and administration of the provisions of the Development Regulations shall be the responsibility of the administrative officials listed throughout these Development Regulations. Administrative staff duties will include, but are not limited to, the following:

a. Scheduling and conducting inspections of buildings, structures, and uses of land to determine compliance with the provisions of the Development Regulations.

b. Maintaining permanent and current records of the Development Regulations, including, but not limited to, all zoning district maps, amendments, special uses, variances, exceptions, appeals and applications therefore and records of hearings thereon.

c. Preparing and having available in book, pamphlet, or map form, on or before March 31 of each year:

(1) The compiled text of the zoning regulations and amendments thereto, including all amendments adopted through the preceding December 31, and

(2) A zoning district map or maps, showing the zoning districts, divisions, and classifications in effect on the preceding December 31.

d. Maintaining for distribution to the public paper and electronic copies of the zoning district map, the text of the Development Regulations and the bylaws, agendas and meeting minutes of the Planning Commission and the Board of Zoning Appeals.

e. Providing such clerical, technical, and consultative assistance as may be required by the City Commission, Planning Commission, Board of Zoning Appeals, Preservation Commission and other boards or commissions in the exercise of their duties relating to these Development Regulations.

f. Preparing and distributing hearing notices as required.

g. Providing information, clerical, technical, and consultative assistance to developers and property owners with regard to the application process and requirements of this ordinance generally.

6. *Leavenworth Preservation Commission.* The Leavenworth Preservation Commission authority and procedures are established in Article 9.

B. ***Schedule of Fees.*** The Schedule of Fees and Charges for any applicable fees shall be on file with the City Clerk according to all city ordinances.

1.03. Interpretation

A. ***Rules of Construction.*** In interpreting these regulations, the following rules shall apply:

1. Words used in the present tense shall include the future.

2. Words in the singular number include the plural number, and words in the plural number include the single number.

3. The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for" and "occupied for".

4. The word "shall" is mandatory.

5. The word "may" is permissive.

6. The word "person" includes individuals, firms, corporations, associations, governmental bodies and agencies and all other legal entities.

7. Any word or phrase which is defined in in these regulations shall have the meaning as so defined, unless such definition is expressly limited in its meaning or application.

B. ***Computations of Time.*** Unless specifically stated in individual sections, wherever these regulations state a time period, it shall be interpreted as follows:

1. The day of the act, event, or other means which commences the time period shall not be counted.

2. The last day of the time period shall be included in the time period, unless it is a Saturday, Sunday, or legal City holiday, in which case the next working day shall end the time period.

3. Whenever the time period is expressed to require a formal submittal to the City, the time period shall end at 5:00 P.M. on the last day of the time period.

4. Any time period expressed in years shall include a full calendar year from the act, event or other means which commences the time period.

C. ***Minimum Requirements.*** The provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health and welfare.

D ***Conflicts.*** Where the conditions imposed by any provision of these regulations are either more restrictive or less restrictive than any other law, ordinance, resolution, rule or regulations of any kind, the more restrictive shall control. In making a determination of which regulation is more restrictive, the Director shall determine which regulation establishes a higher standard for the promotion of the public health, safety, and general welfare shall control and more closely follows the policies of the Comprehensive Plan.

E. ***Private Agreements***. These regulations are not intended to abrogate, annul or otherwise interfere with any easement, covenant or any other private agreement of legal relationship; provided, however, that where the provisions of these regulations are more restrictive (or impose higher standards or requirements) than such easements, covenants or other private agreements or legal relationships, the provisions of these regulations shall govern.

F. ***Existing Uses.*** Any existing structure, use, or occupation of land previously approved as of the effective date of this ordinance shall be permitted to continue as a lawful use or occupation. The approved site plan and all terms, covenants and conditions applicable as of the effective date of this ordinance shall continue to apply and control the use or occupation of such land. However, any proposed change or modification in the use or occupation of such land, or in the approved site plan for such land, shall be made in accordance with the standards and procedures of this ordinance.

G. ***Interpretation of District Boundaries.*** Where uncertainty exists with respect to the boundaries of any district on the zoning district map, the following rules shall apply:

1. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;

2. Boundaries indicated, as approximately following city limits shall be construed as following such city limits;

3. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks of the railroad line;

4. Boundaries indicated as following shorelines shall be construed to follow such shore lines, and in the event of change in the shore line, the boundaries shall be construed as moving with the actual shore line; boundaries indicated as approximately following the center lines of streams shall be construed to follow such center lines;

5. Boundaries indicated as approximately following the center lines of streets, highways or alleys shall be construed to follow such center lines; where public ways have been vacated, boundaries shall be construed to follow either the original center line or new property line;

6. Boundaries indicated as parallel to or extensions of features shall also so be construed as to follow a parallel path;

7. Distances not specifically indicated on the Official Zoning District Map shall be determined by the scale of the map; and

8. No single parcel subdivided or rezoned after the adoption of these development regulations shall have 2 or more zoning districts.

1.04. Enforcement

A. ***Violations.*** If any building, structure, use, or other action or condition is found to be in violation of these regulations the city, in addition to other remedies, may institute any appropriate action or proceeding to:

1. Prevent the continuance of any unlawful action or condition;

2. Correct or abate any violation, and withhold public improvements until the violation is abated or corrected;

3. Prevent the issuance of permits, occupancy of the building, structure or land, and otherwise prevent any further illegal act, conduct business, or use of the premises;

4. Prevent the sale, transfer, lease or recording of any land or lot.

Such regulations shall be enforced by the Director or other administrative official so authorized in writing.

B. ***Penalties.*** Any person violating any of the provisions of this Code shall be guilty of a misdemeanor, each day, or portion thereof, constituting a separate offense. Each offense shall be punishable by a term of confinement in the City or county jail, which shall be fixed by the court, shall not exceed one year, and may, in addition to, or instead of the confinement, be sentenced to pay a fine not exceeding $500 in addition to any other fine or remedy provided by law.

1.05. Nonconformances

A. ***General***. Nonconformities are of three types: nonconforming lots of record, nonconforming structures, and nonconforming uses. A definition of each type is as follows:

1. *Nonconforming Lot of Record*. A lot which is part of a recorded subdivision or a parcel of land, the deed to which was recorded prior to the adoption of the original Subdivision Regulations in the city, July 19, 1966, and neither the lot nor parcel complies with the lot width or area requirements for any permitted uses in the district in which it is located.

2. *Nonconforming Structure.* An existing structure which does not comply with the lot coverage, height or yard requirements which are applicable to new structures in the zoning district in which it is located.

3. *Nonconforming Use*. An existing use which does not comply with the use regulations applicable to new uses in the zoning district in which it is located.

B. ***Nonconforming Lots of Record.*** The Building Inspector shall issue a building permit for any nonconforming lot of record provided that:

1. The lot is shown by a recorded plat or deed to have been owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size and width at such location would not have been prohibited by any zoning regulations, and

2. The lot has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by the applicable zoning regulations, and

3. The lot or group of continuous nonconforming lots can meet all setback requirements for the district in which it is located, and

4. The lot can connect with a public sewer system or can meet the minimum sanitary sewer requirements of the city.

C. ***Nonconforming Structures.***

1. *Authority to Continue.* Any structure which is devoted to a use which is permitted in the zoning district in which it is located, but which is located on a lot which does not comply with the applicable property development standards on the effective date of these Development Regulations, may be continued, so long as it remains otherwise lawful.

2. *Enlargement, Repair, Alterations*. Any nonconforming structure may be enlarged, maintained, repaired or remodeled, provided however, that no such enlargement, maintenance, repair, or remodeling shall either create any additional nonconformity or increase the degree of existing nonconformity of all or any part of such structure.

3. *Setbacks and Yards*. A structure which is in nonconformance with respect to a side or rear yard setback shall not use the existing setback in expanding or enlarging but may be enlarged if the new part of the structure complies with the setbacks of the district.

4. *Destruction.* If a nonconforming structure is damaged by more than fifty percent (50%) of its fair market value, such building shall not be restored if such building is

not in conformance with the regulations for the zoning district in which it is located, or an exception is granted by the Board of Zoning Appeals.

5. *Moving.* No nonconforming structure shall be moved in whole or in part for any distance, to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.

D. ***Nonconforming Uses.***

1. *Authority to Continue.* Any lawfully existing nonconforming use of part or all of a structure or any lawfully existing nonconforming use of land, not involving a structure or only involving a structure which is accessory to such use or land, may be continued, so long as otherwise lawful.

2. *Ordinary Repair and Maintenance.*

   a. Normal maintenance and incidental repair or replacement, installation or relocation of nonbearing walls, nonbearing partitions, fixtures, wiring or plumbing may be performed on any structure that is devoted in whole or in part to a nonconforming use.

   b. Nothing in these regulations shall be deemed to prevent the strengthening or restoring to a safe condition a structure in accordance with an order of a public official who is charged with protecting the public safety who declares such structure unsafe and orders its restoration to a safe condition.

3. *Extension.* Any nonconforming use shall not be physically extended, expanded, or enlarged. Such prohibited activities shall include, without being limited to:

   a. Extension of such use to any structure or land area other than that occupied by such nonconforming use on the effective date of these regulations (or on the effective date of subsequent amendments or that cause such use to become nonconforming).

   b. Extension of such use within a building or other structure to a portion of the floor area that was not occupied by such nonconforming use on the effective date of subsequent amendments hereto that cause such use to become nonconforming; provided, however, that such use may be extended throughout any part of such building or other structure that is lawfully and manifestly designed or arranged for such use on such effective date.

4. *Enlargement.* No structure that is devoted in whole or in part to a nonconforming use shall be enlarged or added to in any manner unless such structure and the use thereof shall thereafter conform to the regulations of the district in which it is located.

5. *Damage or Destruction.* If a structure devoted to a nonconforming use is damaged or destroyed by more than fifty percent (50%) of its fair market value, such building shall not be restored if the use of such building is not in conformance with the regulations of the zoning district in which it is located.

6. *Moving.* No structure that is devoted in whole or in part to a nonconforming use and no nonconforming use of land shall be moved in whole or in part for any distance, to any location on the same or other lot, unless the entire structure and the use thereof

or the use of land shall thereafter conform to all regulations of the zoning district in which it is located after being so moved.

7. *Change in Use.* Any nonconforming use of a structure, or structure and premises, may be changed to another nonconforming use, as an exception granted by Board of Zoning Appeals in accordance with Article 11. Board of Zoning Appeals, provided that the Board of Zoning Appeals, either by general rule or by findings of fact in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. In permitting such change, the Board of Zoning Appeals may require appropriate conditions and safeguards

8. *Abandonment or Discontinuance.* When a nonconforming use is abandoned for a period of twenty-four (24) consecutive months any subsequent use or occupancy of such land after this period shall comply with the regulations of the zoning district in which such land is located.

9. Nonconforming Accessory Uses. No use which is accessory to a principal nonconforming use shall continue after such principal use shall cease or terminate.

E. ***Status of Special Use Permits.***

1. *Status of Existing Special Use Permits*. Where a Special Use Permit exists at the effective date of these Development Regulations and is permitted by these regulations as a Special Use Permit in the zoning district in which it is located, such use shall be deemed a lawful conforming use in such zoning district, as provided by prior approval. Where a Special Use Permit exists at the effective date of these Development Regulations and is not permitted as a Special Use Permit in the zoning district in which it is located, such use shall be deemed a continuing nonconforming use.

2. *Status of Existing Legal Uses Designated as Special Uses*. Any existing legal use at the effective date of these Development Regulations which is designated as a special use by these Development Regulations shall be deemed as an existing special use and a lawful conforming use.

F. ***Signs for Nonconforming Uses.*** The lawful use of any sign existing at the time of the passage of these Development Regulations, in conjunction with a nonconforming use, may be continued. Any sign installed subsequent to the passage of these Development Regulations for a nonconforming use must conform to the Article 8, Signs in compliance with the district in which the nonconforming use is located.

ARTICLE 2. APPLICATIONS & PROCEDURES

2.01 Text Amendments

A. ***Applicability:*** Text amendments to these regulations may be initiated by City Staff, the City Commission or the Planning Commission.

B. ***Amendment Procedure*:**

1. *Public Hearing.* The Planning Commission shall hold a public hearing on each proposed amendment. The Planning Commission shall select a reasonable hour and place for the public hearing, but it shall hold the hearing within 60 days from the date on which the proposed amendment is filed. An applicant for an amendment may waive the requirement that such hearing be held within 60 days.

2. *Notice.* Public notice of a hearing on a proposed amendment shall be published once in the official city newspaper at least 20 days prior to the date of the hearing. The notice shall fix the time and place for the hearing and contain a statement regarding the proposed changes and regulations or restrictions or in the boundary or classification of any zone or district.

3. *Conduct of Hearing.* The hearing shall be conducted and a record of the proceedings shall be preserved in such manner and according to such procedures as the Planning Commission may from time to time prescribe by rule. Any interested person or party may appear and be heard at the hearing in person, by agent or by attorney. The Planning Commission may request a report on any proposed amendment from any governmental official or agency, or any other person, firm or corporation. If such a report is made, a copy thereof shall be made available to the applicant and any other interested persons and shall be available for review in the offices of the Secretary, Leavenworth City Planning Commission at least three business days before the date set for the public hearing.

4. *Recommendations.* Upon the conclusion of the public hearing, the Planning Commission shall prepare and adopt its recommendations in the form of a proposed Development Regulation and shall submit it with a record of the hearing to the City Commission.

5. *Action by the City Commission.* When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefore, the City Commission may:

   a. Adopt: Adopt such recommendation by ordinance,

   b. Override: Override the Planning Commission's recommendation by a two-thirds majority vote of the membership of the City Commission, or

   c. Return: Return such recommendation to the Planning Commission with a statement specifying the basis for the City Commission's failure to approve or

disapprove. If the City Commission returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefore or submit new and amended recommendations. Upon the receipt of such recommendation, the City Commission by a simple majority thereof may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the City Commission following the Planning Commission's next regular meeting after receipt of the City Commission's report, the City Commission shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

6. *Publication.* If the City Commission approves an application, it shall adopt an ordinance to that effect, but the ordinance shall not become effective until its publication in the official newspaper.

2.02 Platting

A. ***Applicability:*** Plat applications are required to establish or alter the legal boundaries of property, and may be the owners or agents of any property affected.

B. ***Platting Procedures:*** Applications for platting shall be proposed on forms established by the Director of the Planning Department and filed with the City Clerk. Applications shall be processed according to the following specific procedures:

1. *Types of Plats.* Plat applications are classified and processed as one of the following types:
   a. Administrative Plats, which are routine applications for lot splits or lot combinations that do not alter development patterns or impact public services; or
   b. Minor Subdivisions, which are platting of five or fewer new lots, including any remainder parcel, that do not alter development patterns or impact public services; or
   c. Major Subdivisions, which larger subdivisions are with new ownership and development patterns that impact public services.

2. *Pre-application Conference.* Prior to the filing of any plat, the applicant shall (preferably with 2 copies of a rough sketch plan of the proposed subdivision) contact the City staff to determine:

   a. Classification of the plat.
   b. Procedure for filing plats.
   c. Availability of City sewers and water, and other major utilities, including a letter or similar proof of availability from any utility.
   d. Comprehensive Land Use Plan requirements for major streets, land use, parks, schools and public open spaces.
   e. Zoning requirements for the property in question and adjacent property.
   f. Special setback requirements for arterial, collector and local streets.

3. *Administrative Plat.* Administrative plats shall be processed according to the following criteria and procedures.

a. Criteria. An application may be classified as an administrative plat if the Director determines that all of the following are met. Any application not classified as an administrative plat shall be processed as a minor or major subdivision.

(1) No new street or alley right-of-way, or other public dedication is needed.
(2) No significant increase in service requirements (utilities, schools, traffic control, streets, etc.), or the ability to maintain existing service levels will result.
(3) For a lot split, involves a single split of one lot resulting in two separate lots, or for a lot combination involves the combining of two separate lots into one lot.
(4) All lots meet the legal standards of the subdivision regulations and applicable zoning districts.
(5) The lot patterns are consistent with the surrounding area. In determining consistency, the size and dimension of lots previously developed, the layout and design of existing subdivisions and rights of way, and the degree of deviation from previous development shall be considered.
(6) No other significant issues exist with potential development enabled by the plat that could impact planning policies, development regulations or adjacent property owners.

(7) All property involved must have been previously platted.

(8) No property involved may have been part of a previously approved Administrative Plat. Any subsequent revisions to property lines must be processed as a Minor or Major Subdivision.

b. Filing Requirement. An administrative plat shall include all applicable information required for final plats.

c. Review and Approval. Upon review by the Director, Development Review Committee, or any affected departments or agencies, and within 60 days of filing, the Director shall approve any administrative plats that meet all requirements of these regulations, or deny the application and recommend any further processing as a major subdivision.

d. Effect of Decision. Approval of an administrative plat requires the applicant to record the plat with the Leavenworth Register of Deeds. Denial or recommendation of major subdivision shall be processed according to major subdivision review requirements.

e. The Administrative Plat shall be recorded with the Register of Deeds within 18 months of approval by the Director. Plats which are not recorded within said time period shall be deemed null and void.

f. Disposition of Final Plats. After the plat has been recorded, the applicant shall provide two full-sized copies of the recorded plat to the Department of Planning and Community Development

4. *Minor Subdivision.* Minor subdivisions shall be processed according to the following criteria and procedures.

a. Criteria. An application may be classified as minor subdivision if the Director determines that all of the following are met. Any application not classified as a minor subdivision shall be processed as a major subdivision.

(1) No new street or alley right-of-way, or other public dedication is needed.
(2) No significant increase in service requirements (utilities, schools, traffic control, streets, etc.), or the ability to maintain existing service levels will result.

(3) The application results in five or fewer new lots, including any remainder parcel.
(4) All lots meet the legal standards of the subdivision regulations and applicable zoning districts.
(5) The lot patterns are consistent with the surrounding area. In determining consistency, the size and dimension of lots previously developed, the layout and design of existing subdivisions and rights of way, and the degree of deviation from previous development shall be considered.
(6) No other significant issues exist with potential development enabled by the plat that could impact planning policies, development regulations or adjacent property owners.

b. Filing Requirement. A minor subdivision shall include all applicable information required for final plats.

c. Review and Approval. Within 60 days after submission of a plat, the Planning Commission shall approve, disapprove, conditionally approve, or with approval of the applicant, table the plat. If the Planning Commission approves the plat, the plat shall have house numbers assigned and shall be recorded with the office of the Leavenworth County Register of Deeds.

d. The plat shall be recorded with the Register of Deeds within 18 months of approval by the Planning Commission. Plats which are not recorded within said time period shall be deemed null and void.

e. Disposition of Final Plats. After the plat has been recorded, the applicant shall provide two full-sized copies of the recorded plat to the Department of Planning and Community Development

5. *Major Subdivision*

a. Preliminary Plat. A preliminary plat shall be processed according to the following criteria and procedures.

(1) Development Review Committee. At least seven days prior to the Planning Commission review, the Development Review committee shall review the preliminary plat and submit their recommendation to the Planning Commission.

(2) Planning Commission Review. Within 60 days after the submission of a preliminary plat, the Planning Commission shall approve, disapprove or, with the approval of the applicant, table the plat. Action by the Planning Commission shall be conveyed to the applicant in writing within ten days after the official Planning Commission meeting at which the plat was considered. In case the plat is disapproved, the applicant shall be notified of the reason for such action and what requirements shall be necessary to meet the approval of the Planning Commission.

(3) Effect of Decision. The approval of the preliminary plat does not constitute an acceptance of the subdivision, but is deemed an authorization to proceed with the preparation of the final plat. If the Planning Commission rejects or withholds approval of a preliminary plat, the applicant may request that said plat be submitted to the City Commission and the Planning Commission shall forward the proposed plat, together with their report, stating the reason or reasons for the action taken. The City Commission may make such finding and determinations as are deemed proper.

(4) Effective Date. The approval of the preliminary plat shall be effective for one year.

b. Final Plat. After approval of the Preliminary Plat, the applicant may submit a Final Plat for all or portions of the preliminary plat area.

(1) Planning Commission. Within 60 days after submission of a final plat, the Planning Commission shall approve, disapprove, conditionally approve, or with approval of the applicant, table the final plat. If the Planning Commission approves or conditionally approves the final plat, it shall be forwarded to the City Commission with a recommendation that they accept dedication of easements and rights-of-way.

(2) Dedication of Land for Public Purposes. The City Commission shall approve or disapprove the dedication of land for public purposes within 30 days following the action of the Planning Commission. The City Commission may defer action for an additional 30 days to allow modifications to comply with requirements established by the City Commission. If the City Commission defers or disapproves such dedication, it shall advise the Planning Commission of the reasons therefore.

(3) Recording. If the City Commission accepts the proposed easements and rights-of-way, the final plat shall have house numbers assigned and shall

be recorded with the office of the Leavenworth County Register of Deeds.

(4) Effective Date. Final plats shall be recorded with the Register of Deeds within 18 months following approval by the Planning Commission, or City Commission approval of land dedicated to public purposes, if required. Final plats which are not recorded within said time period shall be deemed null and void

c. Disposition of Final Plats. After the plat has been recorded, the applicant shall provide two full-sized copies of the recorded plat to the Department of Planning and Community Development.

C. ***Improvement Procedures.***

1. *General.* After the approval, but prior to the recording of the final plat, the applicant may do the grading and any drainage work that is required, all according to plans approved by the Director of Public Works. Prior to the issuance of building permits, all street paving, sanitary sewer, storm drainage, and utility lines must be installed in accordance with the most recent version of the Engineering and Public Works Department's Infrastructure Design and Construction Manual and plans approved by the appropriate utility company.

2. *Plans and Specifications.* Upon the approval of the Final Plat, the applicant shall have a licensed professional engineer prepare engineering drawings for proposed required improvements which will be constructed by the developer containing information and details required by the Infrastructure Design and Construction Manual or Public Works Department standards. The Director of Public Works shall review all engineering drawings in order to determine whether such drawings are consistent with the approved Final Plat and comply with their design standards.

3. *Construction of Improvements*. No improvements shall be constructed nor shall any work preliminary thereto be done until such time as a Final Plat and the engineering drawings accompanying it have been approved and there has been compliance with all of the requirements relating to an agreement, bond or deposit specified in these regulations. The developer may install 6” x 5’ sidewalks in conjunction with the street paving and forgo the required sidewalk bond.

4. *Inspections.* All improvements constructed or erected shall be subject to inspection by the City or its designated representative responsible for setting and enforcing the applicable design and construction standards of the required improvement. The cost attributable to all inspections required by this regulation shall be charged to and paid by the applicant. Before any required inspections take place, the applicant may be required to post a deposit with the City Clerk to cover the cost of such inspections. Onsite inspections may be conducted at any times and work may be terminated if it does not comply with standards of final drawings.

5. *Final Inspection.* Upon completion of all improvements within the area covered by the Final Plat, the applicant shall notify the Director of Public Works who shall conduct a final

inspection of all improvements installed. If the final inspection indicates that there are any defects or deficiencies in any the improvements as installed, or if there are any deviations in the improvements as installed from the final engineering plans and specifications, he shall notify the applicant in writing of such defects, deficiencies, or deviations, and the applicant shall, at his sole cost and expense, correct the defects or deviations. When the defects, deficiencies, or deviations have been corrected, the applicant shall notify the official that the improvements are ready for final re-inspection.

6. *Acceptance.* Upon receipt by the City Commission of the certificate of the Director of Public Works that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, and all other applicable statutes, ordinances and regulations, the City Commission and/or such appropriate utility shall thereupon, by letter or motion, formally accept such improvements. The improvements shall become the property of the City Commission or appropriate utility company involved.

2.03 Zoning Change

A. ***Applicability:*** Zoning changes to specific property may be initiated by a City Commissioner, the City Commission, the Planning Commission, or the owners or agents of any property affected.

B. ***Zone Change* Procedure:** Applications for a zoning change shall be proposed on forms established by the Director of the Planning Department and filed with the City Clerk. Applications shall be processed according to the following specific procedures:

1. *Certified Ownership List.* The application shall be accompanied by an ownership list certified by an attorney or a title company or a list and map prepared by the Leavenworth County GIS Department listing the legal description and name and address of the owners of record of all property located within 200 feet of the property proposed to be rezoned if within the incorporated limits of the city and if rezoning of property located adjacent to or outside the city limits, the area of notification is extended to 1,000 feet in the unincorporated area.

2. *Public Hearing.* The Planning Commission shall hold a public hearing on each proposed amendment. The Planning Commission shall select a reasonable hour and place for the public hearing, but it shall hold the hearing within 60 days from the date on which the proposed amendment is filed. An applicant for an amendment may waive the requirement that such hearing be held within 60 days.

3. *Notice.* Public notice of a hearing on a proposed amendment shall be published once in the official city newspaper at least 20 days prior to the date of the hearing. The notice shall fix the time and place for the hearing and contain a statement regarding the proposed changes and regulations or restrictions or in the boundary or classification of any zone or district, and the property shall be designated by legal description or a general description sufficient to identify the property under consideration. In addition to publication notice, written notice of the proposed zoning change shall be mailed at least 20 days before the hearing to all owners of record of lands located within at least 200 feet

of the area proposed to be rezoned within the city. If the area proposed to be rezoned is adjacent to or outside the city limits, the area of notification of the city's action shall be extended to 1,000 feet in the unincorporated area. .

4. *Conduct of Hearing.* The hearing shall be conducted and a record of the proceedings shall be preserved in such manner and according to such procedures as the Planning Commission may from time to time prescribe by rule. Any interested person or party may appear and be heard at the hearing in person, by agent or by attorney. The Planning Commission may request a report on any proposed amendment from any governmental official or agency, or any other person, firm or corporation. If such a report is made, a copy thereof shall be made available to the applicant and any other interested persons and shall be available for review in the offices of the Secretary, Leavenworth City Planning Commission at least three business days before the date set for the public hearing.

5. *Conditions of Determination.* Whenever the Planning Commission or City Commission takes action on an application for a zoning change the Planning Commission and City Commission shall consider the following factors:

   a. The character of the neighborhood;
   b. The zoning and use of properties nearby;
   c. The suitability of the subject property for the uses to which it has been restricted;
   d. The extent to which removal of the restrictions will detrimentally affect nearby property;
   e. The length of time the subject property has remained vacant as zoned;
   f. The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;
   g. The recommendations of permanent or professional staff;
   h. The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city; and
   i. Other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.

6. *Recommendations.* Upon the conclusion of the public hearing, the Planning Commission shall prepare and adopt its recommendations in the form of a proposed Development Regulation and shall submit it with a record of the hearing to the City Commission.

7. *Protest by Petition.* If a written protest against a proposed zoning change is filed in the office of the City Clerk within 14 days as of the date of the conclusion of the public hearing, pursuant to the publication notice, signed by the owners of record or 20% or more of any real property proposed to be rezoned, or by the owners of record of 20% or more of the total area required to be notified by this act of the proposed rezoning of a specific property, excluding streets and public ways, the ordinance adopting such amendment shall not be passed except by at least a three-fourths vote of all of the members of the City Commission.

8. *Action by the City Commission.* The City Commission shall not consider a request prior to the lapse of the 14-day protest period. When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefore, the City Commission may:

   a. Adopt: Adopt such recommendation by ordinance,

   b. Override: Override the Planning Commission's recommendation by a two-thirds majority vote of the membership of the City Commission, or

   c. Return: Return such recommendation to the Planning Commission with a statement specifying the basis for the City Commission's failure to approve or disapprove. If the City Commission returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefore or submit new and amended recommendations. Upon the receipt of such recommendation, the City Commission by a simple majority thereof may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the City Commission following the Planning Commission's next regular meeting after receipt of the City Commission's report, the City Commission shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

9. *Publication.* If the City Commission approves an application, it shall adopt an ordinance to that effect, but the ordinance shall not become effective until its publication in the official newspaper. If the official zoning district map has been adopted by reference, the amending ordinance shall define the change or boundary as amended, shall order the official zoning district map to be changed to reflect such amendment and shall amend the section of the regulations incorporating the same and shall reincorporate such map as amended.

2.04. Special Use Permits

A. ***Applicability:*** All uses identified in the zoning districts, use table or elsewhere in these regulations as a special use in any particular zoning district shall require a special use permit. Applications for special use permits may be submitted by the owners or agents of any property affected.

B. ***Special Use Permit Procedures:*** Applications for a special use permit shall be proposed on forms established by the Director of the Planning Department and filed with the Clerk.

1. *Certified Ownership List.* The application shall be accompanied by an ownership list certified by an attorney or a title company or a list and map prepared by the Leavenworth County GIS Department listing the legal description and name and address of the owners of record of all property located within 200 feet of the subject property if within the

incorporated limits of the city and if rezoning of property located adjacent to or outside the city limits, the area of notification is extended to 1,000 feet in the unincorporated area.

2. *Public Hearing.* The Planning Commission shall hold a public hearing on each proposed special use request. The Planning Commission shall select a reasonable hour and place for the public hearing, but it shall hold the hearing within 60 days from the date on which the application is filed. An applicant for a special use permit may waive the requirement that such hearing be held within 60 days.

3. *Notice.* Public notice of a hearing on a special use permit shall be published once in the official city newspaper at least 20 days prior to the date of the hearing. The notice shall fix the time and place for the hearing and contain a statement regarding the proposed special use, and the property shall be designated by legal description or a general description sufficient to identify the property under consideration. In addition to publication notice, written notice of the proposed special use permit shall be mailed at least 20 days before the hearing to all owners of record of lands located within at least 200 feet of the subject property within the city. If the subject property is adjacent to or outside the city limits, the area of notification of the city's action shall be extended to 1,000 feet in the unincorporated area. .

4. *Conduct of Hearing.* The hearing shall be conducted and a record of the proceedings shall be preserved in such manner and according to such procedures as the Planning Commission may from time to time prescribe by rule. Any interested person or party may appear and be heard at the hearing in person, by agent or by attorney. The Planning Commission may request a report on any proposed amendment from any governmental official or agency, or any other person, firm or corporation. If such a report is made, a copy thereof shall be made available to the applicant and any other interested persons and shall be available for review in the offices of the Secretary, Leavenworth City Planning Commission at least three business days before the date set for the public hearing

5. *Planning Commission Recommendations.* The Planning Commission may recommend issuance of those Special Uses which are expressly authorized to be permitted in a particular zoning district or districts as found in Article 4 – Zoning Districts and Standards and Appendix A - Use Table.

6. *Protest by Petition.* If a written protest against a proposed special use permit is filed in the office of the City Clerk within 14 days as of the date of the conclusion of the public hearing, pursuant to the publication notice, signed by the owners of record of 20% or more of the total area required to be notified by this application for a special use permit, excluding streets and public ways, the ordinance adopting such amendment shall not be passed except by at least a three-fourths vote of all of the members of the City Commission.

7. *Final Approval.* The City Commission may recommend issuance of a Special Use Permit whenever it finds that:

   a. The proposed special use complies with all applicable provisions of this ordinance.

b. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public

c. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

d. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:

(1) The location, nature and height of buildings, structures, walls, and fences on the site, and

(2) The nature and extent of landscaping and screening on the site.

(3) Off-street parking and loading areas whether on the premises or auxiliary to the premises will be provided in accordance with the standards set forth in this ordinance and such areas adjoining residential uses will be located to protect such residential uses from any injurious effect.

(4) Adequate utility, drainage, and other necessary facilities have been or will be provided.

(5) Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

C. ***Discontinuance or Violation of Permit Conditions:*** A Special Use Permit may be granted by and continued annually by the City Commission, City of Leavenworth, Kansas. The continuation of a Special Use Permit exists with the property as long as such Special Use Permit is used in accordance with its original intended and approved purpose and the annual SUP fee is paid. Any discontinuance of more than 12 months, violation of permit conditions, or failure to pay a fee may enable the City Commission to administratively rescind a special use permit.

D ***Revocation:*** A special use permit may be revoked for cause upon the finding that the special use permit has violated any criteria of approval, changed circumstances supporting the approval or a determination that the use has become a nuisance by reason of design or operation of the use, site or buildings. Revocation shall require that the City Commission hold a public hearing with at least 21 days' notice and no more than 60 days' notice, with a certified letter being sent to the property owner and general notice to the public. Notice shall contain the date, time, place and purpose of the hearing and cite the reason for the proposed revocation.

2.05 Site Plan

A. ***Applicability:*** All applications for multi-family, commercial, industrial, SUPs, PUDs and rezoning shall be accompanied by a site plan and all submissions for a building permit for

any permitted use therein must be accompanied by a Site Development Plan. Single family dwellings are exempt from this requirement.

B. ***Site Plan Procedures:*** Applications for a site plan shall be proposed on forms established by the Director of the Planning Department and filed with the Planning Department. Except for site plans that accompany other required approval processes, applications shall be processed according to the following specific procedures:

1. The City Planner shall determine if submitted site plans are in accordance with these regulations and then forward all site plan submissions to the Development Review Committee along with a written opinion on the plan's merits.

2. The Development Review Committee is responsible for final review and approval of site plans for multi-family residential, mixed-use, mobile home parks, planned unit developments, commercial or industrial developments which are in accordance with these regulations.

3. In its review, the Development Review Committee will consult and consider the recommendation of the various departments and agencies affected by the proposed site plan.

4. If the Development Review Committee rejects or withholds approval of the site plan the applicant may appeal the decision to the Planning Commission at its next regular meeting. The Planning Commission may recommend approval, disapproval or approval with conditions to the City Commission.

C. ***Criteria:*** Site design shall ensure that all provisions of these Development Regulations and all other ordinances, Comprehensive Land Use Plan, and general plans and standards of the City of Leavenworth shall be complied with, where applicable. In determining the applicability of a site plan to the standards, and in interpreting the standards, the following criteria shall be used:

1. The proposed development shall not have any detrimental effect upon the general health, welfare, safety, and convenience of persons residing or working in the neighborhood; and shall not be detrimental or injurious to the neighborhood.

2. The proposed development shall promote a desirable relationship of structures: to one another; to open spaces; and to the topography on the site and in the surrounding area.

3. The height, area, setbacks, and overall mass, as well as parts of any structure (buildings, walls, signs, lighting, etc.) and landscaping shall be adequate and appropriate to the development, the neighborhood, and the community.

4. Ingress, egress, internal traffic circulation, off-street parking facilities, loading and service areas, and pedestrian walkways shall be so designed as to promote safety and convenience.

5. The architectural character of the proposed structure shall meet the requirements of Article 7, Design Standards.

D. ***Amendment to Site Plan:*** No approved Site Plan may be modified, or expanded in ground or structural area more than 10% of the gross floor area unless the Site Plan is amended and approved in accordance with the procedures applicable to initial approval, or as otherwise approved through Minor Modifications in Section II.F. Such changes will require the applicant to resubmit the Site Plan as outlined in the preceding sections.

E. ***Effect of Decision.*** All elements of the approved site plan must be executed in association with a building permit or certificate of occupancy, except that installation of landscape may be delayed for up to six months to allow optimal planting, and provided other adequate assurances of implementation are provided by applicant.

2.06 Minor Modifications

A. ***General.*** This section sets forth the required review and approval procedures for "minor modifications," that are minor deviations from otherwise applicable standards that may be approved by the Director. Minor modifications are to be used when the small size of the modification requested and the unlikelihood of any adverse effects on nearby properties or the neighborhood make it infeasible to seek a formal variance. Minor modifications to development standards may only be requested where no additional permit, such as conditional use or special use, is required prior to construction.

B. ***Applicability.*** Requests for minor modifications must be made in writing to the Director who shall have 21 days from receipt to respond in writing. If the Director does not act on the request within 21 calendar days, the application shall be deemed denied. The Director may approve a single minor modification per development of up to a maximum of 10% from the following general development and zoning district standards:

1. Minimum lot area requirements,
2. Setback requirements, and
3. Quantitative development standards generally applicable throughout the Development Regulations of the City of Leavenworth, Kansas.

The Director shall have sole decision-making authority for a minor modification.

C. ***Limitations.*** In no circumstance shall the Director approve a minor modification that results in:

1. Any change in required floodplain elevations;
2. An increase in overall project density;
3. A change in permitted uses or mix of uses;
4. A deviation from the use-specific standards in Article 4, Zoning Districts & Standards;
5. A change in conditions attached to the approval of any site plan or special use permit;

6. A change to a development feature already modified through a variance or other minor modification; or

7. Any change in the maximum area of signage.

8. No more than two standards may be modified on any single development project;

D. ***Criteria***. The review and approval of a minor modification is administrative and shall not require any form of notice or a public hearing prior to determination. The following criteria shall be met for a minor modification:

1. Evidence of substantial compliance with the provisions of the Comprehensive Land Use Plan, any other applicable city plans and the Development Regulations;

2. Compatibility with surrounding land uses; and

E. ***Appeal.*** Appeal of the Director's determination shall be to the Development Review Committee.

F. ***Approval Termination***: An approved minor modification terminates at the same time as the original approval. Minor modification of an approval does not extend the lapse period of the original approval.

G. ***Record of Minor Modifications and Annual Review:*** The Director shall keep a record of all minor modifications that includes information about the date of the request, the location of the project, a brief description of the minor modification request, and the Director's action. The Director shall submit the minor modification log to the Planning Commission annually for review. Upon reviewing the record, the Planning Commission may determine whether changes to the Zoning & Development Ordinance of the City of Leavenworth, Kansas are necessary.

2.07 Appeals

Any person wishing to appeal a provision of this document as it has been applied to their case shall make application for appeal to the appropriate entity as listed below.

A. Zoning Regulations. Zoning regulations shall be appealed to the Board of Zoning Appeals as specified in Article 11. Specifically this shall include:

1. Article 1. Section 1.05 Non-conformances
2. Article 2. Section 2.05 Site Development Plans
3. Article 4. District Regulations
4. Article 5. Parking
5. Article 6. Landscaping
6. Article 8. Signs
7. Article 10. Supplementary District Regulations

B. Development Regulations. Development regulations shall be appealed to the City Commission where specified in these regulations. Specifically this shall include:

1. Article 3. Subdivision Standards
2. Article 9. Historic Preservation

Summary Table:

	Pre-application Meetings		Review Body				Notice		
	Staff	Community	Staff	PC	CC	BZA	Published	Posted	Mailed
Text Amendment	☐		R	R/H	D		■		
Rezoning	■	☐	R	R/H	D		■	■	■
Plat, Minor	■		R	D	A				

Plat, Preliminary	■		R	D	A			■	
Plat, Final			R	R	D			■	
Site Plan	☐		D	A/D		A			
Planned Zoning	■	■	R	R/H	D		■	■	■
Special Use Permit	■		R	R/H	D		■		■
Minor Modification	■		D	A					
Other Appeals (specified in these regulations)	Dependent on specific applicable code sections								
Variance	☐		R			D	■		■
Appeal of Administrative Decision						D	■		■

R = Review/Recommendation
D = Decision
A = Appeal
H = Public Hearing
■ = Required
☐= Optional or Recommended

PC = Planning Commission
CC = City Commission
BZA = Board of Zoning Appeals

ARTICLE 11. BOARD OF ZONING APPEALS

11.01. Creation

A Board of Zoning Appeals is created for the City of Leavenworth. Such Board shall consist of five members, all of whom shall be residents of the City of Leavenworth. Members shall be appointed by the Mayor with the consent of the City Commission. Appointments shall be made for three-year terms. Vacancies shall be filled by appointment for the unexpired term. Members of the Board shall serve without compensation.

11.02. General

The word "Board" when used in this article shall mean Board of Zoning Appeals. The Board shall adopt rules of procedure as may be necessary and proper to govern its own proceedings; such rules shall not be in conflict with other laws, regulations, or resolutions. The Board shall keep minutes of its proceedings, showing the description of evidence presented, the findings of facts by the Board, the decision of the Board, and the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the Board immediately and shall be of public record.

A. ***Secretary:*** The Secretary of the Board of Zoning Appeals shall be a member of the city staff appointed by the Director.

B. ***Meetings:*** Unless notified otherwise the members of the Board of Zoning Appeals will meet regularly once each month, at such time and place as is fixed by resolution. They shall select one of their members as chairman and one as vice-chairman, who shall serve one year or until their successors have been selected. Special meetings may be called at any time by the chair or in his absence, by the vice-chairman. A majority of the Board shall constitute quorum for the transaction of business. The Board shall cause a proper record to be kept of its proceedings.

C. ***Quorum***: A majority of the Board shall constitute a quorum for the transaction of business, and a concurring vote of a majority of the entire Board shall be necessary to reverse any order, requirement, decision or determination of the Building Inspector, or to decide in favor of the applicant upon any matter which it is required to pass under these regulations, or to affect any variation in such regulation.

11.03. Powers and Jurisdiction

The Board shall have those powers and duties authorized by this ordinance and by KSA 12-759 and any amendments thereto.

A. ***Appeals:*** After proper hearing to decide appeals where it is alleged there is an error in an order, requirement, decision, or determination made by an administrative official in the enforcement of these regulations, except where the City Commission is specifically empowered to hear an appeal.

1. Appeals to the Board may be taken by the person aggrieved, or by any officer or department of the city government affected by the rigid enforcement of these Development Regulations. Such appeal shall be filed with the Secretary of the Board, as shall be herein prescribed. The administrative official shall forthwith transmit to the Secretary of the Board all papers constituting the record upon which the action appealed from is taken.

2. An appeal stays all proceedings in furtherance of the action appealed from, unless the Secretary of the Board certifies to the Board, after the Notice of Appeal shall have been filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by a court of record.

B. ***Variances:*** To authorize in specific cases a variance from the specific terms of these Development Regulations which will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of these Development Regulations will, in an individual case, result in unnecessary hardship, provided the spirit of these Development Regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the Development Regulations of the City of Leavenworth, Kansas in such district. Rather, variances shall only be granted for the detailed requirements of the district such as area, bulk, yard, parking or screening requirements.

1. The applicant must show that his property was acquired in good faith and where by reason of exceptional narrowness, shallowness or shape of this specific piece of property at the time of the effective date of the Zoning Ordinance, or where by reason of exceptional topographical conditions or other extra-ordinary or exceptional circumstances that the strict application of the terms of the Development Regulations of the City of Leavenworth, Kansas actually prohibits the use of his property in the manner similar to that of other property in the zoning district where it is located.

2. A request for a variance may be granted, upon a finding of the Board that all of the following conditions have been met:

   a. The Board shall make a determination on each condition, and the finding shall be entered in the record.

   b. That the variance requested arises from such condition which is unique to the property in question and is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

   c. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.

   d. That the strict application of the provisions of the Development Regulations from which the variance is requested will constitute unnecessary hardship upon the property owner represented in the application.

   e. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare;

f. That granting of the variance desired will not be opposed to the general spirit and intent of the Development Regulations.

3. In granting a variance, the Board may impose such conditions, safeguards, and restrictions upon the premises benefited by the variance as may be necessary to reduce or minimize any potentially injurious effect of such variance upon other property in the neighborhood, and to carry out the general purpose and intent of these Development Regulations.

C. ***Exceptions:*** To grant exceptions which are specifically listed as permitted in these Development Regulations. In no event shall exceptions to the provisions of the Development Regulations be granted where the exception contemplated is not specifically listed as in the Development Regulations of the City of Leavenworth, Kansas. An exception is not a variance. Further, under no conditions shall the Board have the power to grant an exception when the conditions of this exception, as established by these Development Regulations, are not found to be present.

D. ***Conditions of Determination:*** In exercising the foregoing powers, the Board, in conformity with the provisions of these Development Regulations, may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination, and to that end shall have all the powers of the administrative official and may attach appropriate conditions, restrictions or safeguards necessary to protect public interest and welfare.

11.04. Applications

A. The procedure for requesting a hearing before the Board shall be as follows:

1. *Application Submission:* All applications to the Board shall be in writing on forms provided by the Secretary of the Board. Said application shall be completed in its entirety and filed in the office of the City Clerk with all supporting data.

2. *Notification of Nearby Property Owners:* All applications shall be accompanied by an ownership list certified by an attorney, a title company or a list and map prepared by the Leavenworth County GIS Department listing the names and addresses of all property owners located within 200 feet, excluding streets and alleys, of the boundaries of the property included in the application. If the property is adjacent to the city limits, the area shall be expanded to 1,000 feet of property owners outside the city limits.

3. *Public Notification:* The Board shall fix a reasonable time for the hearing of an application, and notice of the time, place and subject of each hearing shall be published in the official newspaper (as designated by the City Commission) at least 20 days prior to the date fixed for the public hearing. A copy of the notice of public hearing shall be sent to each party of interest, each person on the ownership list, and the chair of the Planning Commission.

B. In addition to the above requirements, certain applications require additional information as follows:

1. *Appeals:*

a. An application for an appeal shall be filed within 10 days after a ruling has been made by an Administrative Official and furnished to the appellant in writing.

b. A copy of the written ruling of the Administrative Official which the applicant believes to be in error shall be submitted.

c. A clear and accurate written description of the proposed use, work or action in which the appeal is involved and a statement justifying the appellant's position.

d. Where necessary, a plot plan, drawn to scale, showing existing and proposed plans for the area in question shall be submitted.

2. *Variances:*

a. The applicant shall submit a statement, in writing, justifying the variance requested, indicating the enforcement provisions of the specific regulations from which the variance is requested, and outlining in detail the manner in which it is believed that this application will meet each of the five conditions as set out in herein.

b. The applicant shall submit six (6) copies of a sketch drawn to scale and showing the lot or lots included in the application; the structures existing thereon; and the structures contemplated necessitating the variance requested. All appropriate dimensions and any other information which would be helpful to the Board in consideration of the application should be included.

3. *Exceptions:*

a. The applicant shall submit a statement in writing justifying the exception applied for and indicating under which article and section of the Development Regulations the Board of Zoning Appeals is believed to have jurisdiction.

b. The applicant shall prepare and submit at the time of filing, the application, six copies of a detailed plot plan drawn to scale, showing all existing and proposed structures, property lines with dimensions, parking spaces, points of ingress and egress, driveways, and any other information which would be helpful to the Board in consideration of the application.

C. ***Conditions of Approval:*** In making any decision varying or modifying any provisions of the Development Regulations, or in granting an exception to the district regulations, the Board shall impose such restrictions, terms, time limitations, landscaping, screening and other appropriate safeguards as needed to protect adjoining property.

D. ***Performance Bonds:*** The Board may require a performance bond to guarantee the installation of improvements such as parking lot surfacing, landscaping, etc. The amount of the bond shall be based on a general estimate of cost for the improvements as determined by the Board for 125% of necessary improvements, and shall be enforceable by or payable to the City Commission in the sum equal to the cost of constructing the required improvement. In lieu of the performance bond requirements, the Board may specify a time limit for the completion of such

required improvements and in the event the improvements are not completed within the specified time, the Board may declare the granting of the application null and void after reconsideration.

11.05. Appeal of the Board Decision

Any person, official or governmental agency dissatisfied with any order or determination of the board may bring an action in the district court of the county to determine the reasonableness of any such order or determination. Such appeal shall be filed within 30 days of the final decision of the board, per KSA 12-759.

ARTICLE 12. DEFINITIONS

Terms defined in this Article shall be the basis for interpretation of all such terms throughout these Development Regulations. If not so defined a term shall be assigned the meanings found in Webster's most current New Collegiate Dictionary.

100-year Flood: The Base Flood.

Abandoned Sign: Any sign on any building, structure or premises that has been vacated for a six (6) month period.

Abutting: Having property or district lines in common; e.g., two lots are abutting if they have property lines in common.

Access or Accessway: The place, means, or way by which pedestrians or vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this ordinance.

Accessory Building, Accessory Structure, or Accessory Use: A building or use which: (1) is subordinate to and serves a principal building or principal use; (2) is subordinate in area, extent or purpose to the principal building or principal use served; (3) contributes to the comfort convenience, or necessity of occupants of the principal building or principal use; (4) is located on the same zoning lot as the principal building or principal use. The same as "appurtenant structure."

Actuarial Rates: "risk premium rates."

Adaptive Use: The process of changing the use of a structure or property to a use other than that for which the structure or property was originally designed.

Addition: Any construction which increases the size of the building such as a porch, attached garage or carport, or a new room or wing. An addition is a form of alteration.

Address Sign: A sign identifying, through any set of numerals or letters, a principal building's location with respect to the streets or to those homes or buildings around that building. An address sign may include the name of the occupant and may include the name of a home occupation.

Administrative and Professional Offices: Private commercial office space where the public may transact business, receive services or where commercial firms conduct internal office operations.

Administrative Official: A member of the city staff who is empowered to administer and implement the provisions of this Ordinance. Specifically, the Director of Planning and Community Development, City Planner, Planning and Zoning Technician, Director of Public Works, Building Inspector and Environmental Officer.

Administrator: As used in Article X, Floodplain Management, means the Federal Insurance Administrator.

Adult Day Center: Any place or facility operating less than 24 hours a day providing activities and social engagement opportunities for not more than 15 unrelated adult individuals who, due to functional impairment, require some degree of supervision or assistance with the activities of daily living, with no on-site medical services provided.

Agency: means the Federal Emergency Management Agency (FEMA).

Agent: The legally authorized representative of a landowner

Agriculture Accessory Building: A detached accessory structure used for the shelter of livestock, the storage of agricultural products, or the storage and maintenance of equipment or supplies used for agricultural or property maintenance activities.

Agriculture Uses: The use of a tract of land for growing crops in the open, dairying, pasturage, horticulture, floriculture, and necessary accessory uses, including the structures necessary for carrying out farming operations; provided, however, such agricultural use shall not include the following uses: (1) the maintenance and operation of commercial greenhouses or hydroponic farms, except in zoning districts in which such uses are expressly permitted; (2) wholesale or retail sales as an accessory use unless the same are specifically permitted in this ordinance; (3) the feeding, grazing, or sheltering of animals or poultry in either penned enclosures or in open pasture within one hundred (100) feet of any lot line. Agriculture does not include the feeding of garbage to animals, the raising of poultry or fur-bearing animals as a principal use, or the operation or maintenance of a commercial stockyard, or feed yard.

Airport: Any location where one or more craft capable of containing a human, takes off or lands, and for which ground facilities necessary to these operations are constructed.

Alley: A public thoroughfare, which affords only a secondary means of vehicular access to abutting property, and is not intended for general traffic circulation. An alley line shall mean the centerline of an alley right-of-way.

Alteration: Any change or rearrangement to the structural parts of an existing building or property. Any enlargement, whether by height or dimension, shall be considered an alteration. Any act or process that changes the exterior architectural appearance of a building.

Amendment: A change in the wording, context, or substance of this ordinance, an addition, deletion, or change in the district boundaries or classifications upon the district map, which imposes any regulation not heretofore imposed or removes or modifies any such regulation heretofore imposed.

Amphitheater: Any open-air venue used for entertainment and performances.

Amusement Park: A commercial amusement activity such as a carnival, circus, miniature golf course, or similar establishment, which is not entirely within an enclosed building.

Animal Clinic or Animal Hospital: A place where animals or pets are given medical or surgical treatment in emergency cases and are cared for during the time of such treatment. Use as kennel shall be limited to short-time boarding and shall only be incidental to such hospital use and shall be enclosed in a soundproof structure

Animal Day Care: See Kennel

Animal Husbandry (other than dairy): The agricultural practice of breeding and raising livestock.

Animal Research Facilities: Any facility in which research on animals is performed in a careful study of a subject, which may be related to the health or other welfare of animals of the same or other species, including humans.

Animal Sales and Service: Any facility where the on-site sale of animals is performed including the sale of animal husbandry or animal health related supplies.

Animation/Animated: Any visible moving part, or oscillating lights either natural or artificial, or visible movement achieved by any means that move, change, oscillate, or visibly alter in appearance to depict action or create special effects or scenes.

Apartment Building: A building used as a dwelling for several families each living separate and apart. Apartments are generally rental units.

Apiary: A place for the keeping of bees

Appeal: An application to a recognized higher authority to correct an alleged injustice done and an error committed in an order, requirement, decision, or determination made by an administrative official in the enforcement of city regulations. Also, a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Applicant: The owner or duly designated representative of a structure or property. Applicants may apply for building, fence, sign, and other permits or nominations for local, state or national registry, or group of owners of structures in a proposed historic district, or the owner or duly designated representative who has applied for a building permit, demolition or clearance permit involving a registered historic property or property within 500 feet of a registered historic property.

Appropriate: Suitable to or compatible with what exists in the surrounding context or setting.

Appurtenant Structure: A structure that is on the same parcel of property as the principle structure and the use of which is incidental to the use of the principal structure.

Arboretum or botanical garden: A botanical garden containing living collections of woody plants intended for public appreciation and/or for scientific study.

Area of Shallow Flooding: A designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard: The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Arena and Field House: Structures with indoor space sufficient to house large community events and/or indoor sporting events.

Art Gallery or Museum: A building or space for the exhibition of art, usually visual art. Museums can be public or private, but what distinguishes a museum is the ownership of a collection. Paintings are the most commonly displayed art objects; however, sculpture, decorative arts, furniture, textiles, costume, drawings, pastels, watercolors, collages, prints, artists' books, photographs, and installation art are also regularly shown. Although primarily concerned with providing a space to show works of visual art, art galleries are sometimes used to host other artistic activities, such as performance art, music concerts, or poetry readings.

Arterial Street: A major thoroughfare designed to carry traffic from one area to another and as designated in the Future Land Use Map, which is a part of the Leavenworth Comprehensive Land Use Plan.

Assembly Hall: Any building, or portion of a building, used primarily for public or private gatherings, with a maximum capacity for congregation in the assembly area of at least 50 people.

Assisted Living Facility: Facilities which provide residents with supervision or assistance with activities of daily living; coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being. Other licensure terms used for this philosophy of care include Residential Care Home, Assisted Care Living Facilities, and Personal Care Homes.

Athletic Facilities: Outdoor facilities designed and used for athletic events, practice and coaching.

Auction Establishment: Any facility at which regularly scheduled auctions occur and for which public space has been established. This includes private or member only auction facilities.

Auditorium/Exhibition Hall/Convention Center: A large building that is designed to hold a convention, where individuals and groups gather to promote and share common interests. Convention centers typically offer sufficient floor area to accommodate several thousand attendees. Convention centers typically have at least one auditorium and may contain concert halls, lecture halls, meeting rooms, and conference rooms.

Automobile Parts Recycling Business: Any facility, structure, or land-use storage of used and reusable or scrap salvage materials, including but not limited to resale of parts, shredding, milling, grinding, baling, or packing equipment for the handling of used and re-saleable parts, scrap, salvage materials, or used materials.

Automobile Repair Shop: A place where automobiles are repaired by any of the following; auto mechanics, body shop technicians or electricians.

Automobile Towing Service Storage Yard; Impound Lot: A place where automobile tow trucks are stationed between calls and where automobiles are temporarily stored after being towed for reasons other than mechanical malfunction. The dismantling or salvage of vehicles is not included in this definition.

Automobile, Boat, Truck, Motorcycle, RV Sales, Rental, and Service: A place where automobiles and other power sport vehicles are sold, rented or repaired by any of the following; mechanics, body shop technicians or electricians.

Awning or Canopy Sign: Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A Marquee is not a canopy. A canopy sign shall be considered a wall sign. Any sign printed on a backlit canopy shall be considered a wall sign.

Banner: A canvas, plastic, cloth, or fabric sign used to advertise a product, service, event, or promotion. Banners are considered to be temporary signs only. (See Temporary Sign.)

Base Flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Basement: Any area of the structure having its floor subgrade (below ground level) on all sides.

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Bed and Breakfast Inn: Any residential structure within a zoning district which allows this land use wherein boarders are allowed to share guest rooms and living space with other guests and breakfast is served at no additional charge. No upper time limit on residency is to be established. In approval of a **Bed and Breakfast Inn** the city may consider impact on neighbors' parking needs, etc. and place additional requirements as deemed appropriate. Owner occupancy is not required. However, a 24-hour management presence is required for all operations when 1 or more guests are in residence.

Better Building: This ratio is determined by dividing the County's most recent appraised value for a building (not the site) by the building's area in square feet. The upper 1/3 of all building value to area ratios within 1000' shall be used to determine if a proposed architectural style is generally compatible with the area. Commercial buildings shall only be compared to commercial, industrial to industrial.

Billboard: An off-premise sign having a specified display surface that advertises goods, products, or services, generally not available or sold on the premises.

Block: A piece or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way or parks, etc., or a combination thereof.

Board of Zoning Appeals (BZA): A local body created by ordinance, whose responsibility is to hear appeals from decisions of the local zoning administrative officials and to consider requests for variances and exceptions permissible under terms of the Development Regulations of the City of Leavenworth, Kansas.

Boarding or Rooming House: A building other than a bed and breakfast, hotel, motel, cafe, or restaurant where, for compensation, directly or indirectly, lodging and/or 2 meals per day are provided for three (3) or more boarders and/or roomers exclusive of the occupant's family.

Buffer Strip: A strip of land, identified in the Development Regulations of the City of Leavenworth, Kansas, established to protect one type of land use from another with which it is incompatible. Additional use, yard, or height restriction may be imposed but normally a properly screened area can provide a buffer.

Builders Supply Yards and Lumberyards (except when indoors as part of a hardware store):

Building – A structure having a roof supported by columns or walls for shelter, support, or enclosure of persons, animals, or personal property.

Building Coverage: The amount of land covered or permitted to be covered by a building, usually measured in terms of percentage of a lot

Building Height: The vertical distance measured from the average existing grade within the building setback envelope to the uppermost point of the roof of the building.

Building Materials: Substances used in construction of a building, specifically the exterior elements, which influence character, appearance, and durability.

Building Supplies and Equipment: A wholesale sales and warehousing operation catering to building contractors and not open to the public.

Building Type: A definition based on floor plan, height and roof shape, related to architectural style.

Bulk: That measure that establishes the maximum size of a building and its location on a lot. Components of bulk include: size and height of building, location of exterior walls at all levels with respect to lot lines; streets and other buildings; gross floor area of building and amount of lot area provided per dwelling unit

Bus Garage and Equipment Maintenance: Any facility for the storage, maintenance or operation of transportation equipment.

Bus Terminal: A structure or place for the loading, unloading, and transportation of people into vehicles capable of transporting more than 15 people. Unlike a bus stop, a bus terminal includes restroom facilities and the vending of trip tickets.

Camp, Private, Overnight: A private facility for use of its membership which allows temporary residence, not to exceed 30 days, in tents or recreational camper trailers. On-site staff members are not limited to a residency period restriction. Recreational Vehicles are not included.

Campground: A facility, which allows temporary residence, not to exceed 30 days, in tents or recreational camper trailers. Recreational Vehicles are not included.

Canopy and Awning: A roof-like cover having no supporting walls but supported otherwise from the ground, deck, floor, or walls of the building.

Car Wash/Truck Wash: A facility for the washing and further cleaning of cars or trucks.

CBD: Central Business District as defined by the most current Development Regulations.

Cellar: See Basement.

Cemetery: An area set apart for or containing graves, tombs, or funeral urns.

Certificate of Appropriateness -Minor: A Certificate of Appropriateness which may be granted by certain designated staff for exterior repairs, maintenance, signage or for non-registered properties which have no adverse impact on historic properties.

Certificate of Appropriateness or CofA: A certificate issued by the City approving plans for alteration, construction, demolition or other matters relating to various historic properties.

Certificate of Occupancy: Official certification that a premises and its identified use conforms to the provisions of the Development Regulations of the City of Leavenworth, Kansas and building codes and may be used or occupied. This certificate is granted for new construction.

Certified Ownership List: A current list of names and addresses of property owners of record, and a legal description of the property owned that would lie within 200 feet (1000 in the rural area of the County) of the external boundaries of any land proposed for rezoning, special use permit, variance, or exception. This list may be prepared and certified by an abstractor, attorney, surveyor, or the County GIS department. The Director may accept a list prepared by city staff.

Changeable Message Sign, Electronic – A sign that is activated electronically, whose message, content, or display, in whole or in part, may be changed by means of either electronic, computerized programming or any other means, and which the message is in text, alphanumeric characters, symbols, logos, or static image.

Changeable Message Sign, Manual – A sign on which the message or copy is changed manually in the field.

Character: Those individual qualities of building, sites, and districts that differentiate and distinguish them from other buildings, sites, and districts.

Chief Engineer: The chief engineer of the division of water resources, Kansas Department of Agriculture.

Chief Executive Officer or Chief Elected Official: The official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community; i.e., the City Manager.

Child Care Center: A day nursery providing care for seven (7) or more children, for part or all of a day or night, away from the home of the parent or legal guardian; including full day child care, nursery schools, play groups, Head Start, centers giving emphasis to programming for special children, kindergartens not operated by the public schools, and other establishments offering care to groups of children for part or all of the day or night. Centers for infants and toddlers or for handicapped children may have fewer than seven (7) children but be licensed as a center because the program meets child care center regulations.

City Commission: The elected, governing body of the City of Leavenworth.

City Manager: Executive appointed by the City Commission

City Planning Commission: The Leavenworth City Planning Commission.

City: The City of Leavenworth, Kansas.

Civic, Social, and Fraternal Organizations: Any organization with a mission of promoting the public good.

Collector Street: A major thoroughfare designed to carry traffic from an arterial street to the local streets as designated in the Future Land Use Plan in the Leavenworth Comprehensive Land Use Plan. Collector streets serve large subdivisions or neighborhoods.

College or University: An organization which is listed in the U.S. Department of Education's Office of Postsecondary Education database which has been accredited by an accrediting agency or state approval agency recognized by the U.S. Secretary of Education as a "reliable authority as to the quality of postsecondary education" within the meaning of the Higher Education Act of 1965, as amended.

Commercial Message: Any message, content, text, logo, or display that directly or indirectly names, advertises or calls attention to a business, product, service or other commercial activity or concerns the economic interest of the advertiser.

Commercial Sign: Any sign that directly or indirectly names advertises or calls attention to a business, product, service or other commercial activity or concerns the economic interest of the advertiser.

Commercial Vehicle: A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if: the vehicle has a gross vehicle weight rating or gross combination weight rating, or a gross vehicle weight or gross combination weight over 10,000 pounds; or the vehicle is designed or used to transport more than eight passengers, including the driver, for compensation; or the vehicle is designed to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation; or the vehicle is of any size and is used in the transportation of hazardous materials.

Communication Tower: Any commercial structure with one or more antennae rising more than 20 feet above grade or the roof of a structure.

Community Centers: Public locations and structures where members of a community gather for group activities, social support, public information, and other purposes. They may sometimes be open for the whole community or for a specialized group within the greater community.

Community playfields, playgrounds, and parks: Any park or recreation facility accessible by all members of the public and intended to serve the recreation needs of the community as a whole.

Community: Any State, area, or political subdivision thereof, which has authority to adopt and enforce floodplain management or other regulations for the areas within its jurisdiction.

Compatible: Of such character as not to detract from surrounding elements, buildings, sites or structures; consistent and appropriate with the surrounding context and setting.

Component: An individual part of a building, structure, site, or district.

Concentrated Animal Feeding Operations: Agricultural operations where animals are kept and raised in confined situations. CAFOs congregate animals, feed, manure and urine, dead animals, and production operations on a small land area. Feed is brought to the animals rather than the animals grazing or otherwise seeking feed in pastures, fields, or on rangeland.

Consumer Goods Retail Sales: The sale of goods or merchandise from a fixed location, such as a department store, boutique, or kiosk, or by mail, in small or individual lots for direct consumption by the purchaser. Retailing may include subordinated services, such as delivery. Purchasers may be individuals or businesses. In commerce, a "retailer" buys goods or products in large quantities from manufacturers or importers, either directly or through a wholesaler, and then sells smaller quantities to the end user. Retail establishments are often called shops or stores.

Context: The setting in which a historic element or building exists.

Contracting Services, no storage or yard: A facility from which service contractor vehicles are dispatched to jobs, but which has no outdoor storage of construction materials.

Contributing/Key contributing: A building, site, structure or object which adds to the architectural qualities, historic association or archeological values of historic register property for which a property is significant because: (a) it was present during the pertinent historic time; (b) it possesses integrity and reflects its significant historic character or is capable of yielding important information about the pertinent historic period or (c) it independently meets the standards and criteria of the Historic Preservation regulations.

Convent/Monastery: A building, or complex of buildings, that houses a room reserved for prayer (e.g. an oratory) as well as the domestic quarters and monastic workplaces for monks or nuns, whether living in community or alone (hermits). Monasteries may vary greatly in size – a small dwelling accommodating only a hermit, or in the case of communities anything from a single building housing only one senior and two or three junior monks or nuns, to vast complexes and estates housing tens or hundreds.

Conversion: Changing, by alteration, the original purpose of a building to a different use.

Country Club: A private club, which may have a closed membership, offering a variety of recreational sports facilities. Activities may include golf, tennis, swimming, or polo. A country club will usually provide hospitality to members and guests such as a restaurant and bar, and may provide suitable accommodations for host-catered events, such as weddings.

Covenant: A private legal restriction on the use of land contained in the deed of the property or otherwise formally recorded.

Cul-de-sac: A vehicular turnaround which is either temporary or permanent, located at the closed end of a dead-end street or alley.

Day Care Center/Preschool: Any facility providing care of 15 or more children during the day by a person other than the child's legal guardians, typically performed by someone outside the child's immediate family. Day care centers typically offer an ongoing service during specific periods, such as the parents' time at work. Preschool is the provision of care and an educational program for children before the commencement of statutory education, usually between the ages of three and five.

Day Care Home: A day nursery providing care for not more than six (6) children under kindergarten age. To qualify for a home occupation, no one other than members of the immediate family residing on the premises can be employed (see Child Care Center)

Deciduous Trees: Generally those trees, which shed their leaves annually, such as Ash, Sycamore, Willow, etc.

Density: The average number of families, persons, or housing units per unit of land; expressed in numbers of families per gross developable acre.

Design guideline/standard: The standards set forth by the Secretary of the US Department of the Interior for the preservation of historic places.

Design: The location of streets, alignment of streets, grades, and widths of streets, alignment of easements, grades and widths of easements, alignment and rights-of-way for drainage and sanitary sewers, and the designation of minimum lot area, width and length.

Developable Area (Gross): The total acreage or square footage in a lot or tract proposed to be developed

Developable Area (Net): The gross developable area minus the area to be dedicated for public use or right-of-way

Development Plan: The provisions for the development of land including such drawings as shall serve as a plat or subdivision and all covenants relating to use, location and bulk of buildings and other structures, intensity of use or density of development, private drives and ways, parking facilities, common open space and public space. All written or graphic materials prepared for the development will be considered "provisions of the development."

Development: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Digital Billboard: A billboard capable of displaying multiple static images controlled by electronic communications.

Directional Sign: Any sign that provides direction for the safe and efficient flow of vehicular or pedestrian traffic on a property, and shall include signs marking entrances, exits, parking areas, loading areas or other operational features of the premises. A directional sign may contain the name or logo of

an establishment, but no commercial message. Examples are parking and entrance signs. The logo area shall not exceed 25% of sign area. Off-premise directional signs are only allowed, as regulated, under Special Event Signs.

Director: The Director of Planning & Community Development or a person designated in writing by the Director.

Dissolve (A frame effect): A transition from one message to another where static messages are changed by means of varying light intensity or pattern where the first message gradually appears to dissipate and lose legibility simultaneous to the gradual appearance and legibility of the subsequent message.

District (historic district): An area that possesses a significant concentration, relationship between, or continuity of sites, buildings, structures, or objects united historically or architecturally by plan or physical development. Districts include college campuses, downtown areas, residential areas, industrial complexes, civic centers, government reservations, planned street systems, and parks. The term may also be applied to individual, associated, or functionally related sites, buildings, structures, or objects that are geographically separated. In such cases, visual continuity should not be necessary to convey the historic relationship of a group of related resources.

District: See Zone, Overlay District, or Zoning District

Dormitory: A residence hall providing rooms for individuals or for groups usually without private baths.

Drinking Establishment: A place of business, which sells liquor-by-the-drink and maintains at least 30% of receipts in food sales as regulated by the Alcoholic Beverage Control Division, Department of Revenue.

Driveway, Customary: A private lane which leads from a street or an alley to a garage, carport, rear yard parking area, a parking space established in accordance with the provisions of this ordinance, or to another street or alley. Such driveway may extend in front of, alongside of, or in the rear of a principal structure either planned for or erected upon a building site.

Duly Authorized Representative: Any individual or person or any section, division or department of the city administration or any individual or person within the designated section, division or department of the city administration who has been designated by the Director to implement, administer, and enforce the provisions of these Development Regulations. Generally, references are to the City Planner and his/her designee, assignee, agent, or designated person as used in the text of the ordinance.

Dwell Time: The length of time during which each frame is displayed on any sign that is capable of sequentially displaying more than one message on its sign face.

Dwelling in Mixed-Use Structure: A dwelling unit within a larger structure, which is used in whole or in part as a commercial establishment. The dwelling unit(s) need not be the principal residence of the business operator.

Dwelling, Attached: A dwelling where at least one wall is shared, in common, with another dwelling.

Dwelling, Detached: A dwelling which is separated from any other principal structure

Dwelling, Earth Sheltered: A single family dwelling unit which incorporates the use of earthen materials to insulate not more than three sides of the structure, but which incorporates a conventional mansard, hip, gable, or gambrel roof, all built to the specifications of the local building code. For the purposes of administering this ordinance, an earth sheltered dwelling is NOT a basement dwelling.

Dwelling, Elderly or Retirement Home: A dwelling unit or high-rise apartment building specifically designed to be occupied by residents who are at least sixty-two (62) years of age, and who are ambulatory and able to take care of themselves.

Dwelling, IBC/IRC Modular Home: Sectional prefabricated buildings or houses that meet local building codes and consist of multiple modules or sections, which are manufactured in a remote facility and then delivered to their intended site of use. The modules are assembled into a single residential building using either a crane or trucks.

Dwelling, Live/Work: A dwelling unit, part of which may be used as a business establishment and the dwelling unit is the principal residence of the business operator.

Dwelling, Manufactured Home: Those structures, which are built to standards pursuant to the Federal Manufactured Home Construction and Safety Standards Act, 42 U.S.C. 5401, et seq. Usually these are a dwelling unit that is mass produced in a factory, is designed for long term residency and is constructed for transportation to a site for installation and use on a permanent foundation when connected to required utilities, and is either an independent, individual building or a module for combination with other elements to form a building. The term "manufactured home" does not include a "recreational vehicle."

Dwelling, Mobile Home: A movable dwelling over thirty-two (32) feet in length or over eight (8) feet wide, constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence when connected to utilities. The term shall not include travel trailers, campers or self-contained motor homes or camper buses.

Dwelling, Multi-Family: A building or portion thereof, designed for occupancy by three (3) or more families.

Dwelling, Single Family: A building designed for occupancy by one (1) family.

Dwelling, Single-Family Detached: A building designed for occupancy by one (1) family, which has required yards and setbacks from other residential structures.

Dwelling, Townhouse: A building designed for occupancy by one (1) family in a style of medium-density housing that originated in Europe in the late 17th century, where a row of identical or mirror-image houses share side walls.

Dwelling, Two-Family: A building designed for occupancy by two (2) families

Dwelling: A dwelling is any building or portion thereof not including mobile homes, which is designed or used exclusively for residential purposes including an attached garage, provided the attached garage is

subordinate in area to the living portion of the structure. An attached garage shall have a common wall with a main structure for a distance of at least 25% of the length of the longest dimension of the garage. An attached garage not meeting this test may qualify as a detached garage, which need not comply with the five (5) foot setback requirement between buildings but shall meet all setback requirements of the principal structure.

Easement: A right of the owner of one (1) parcel of land by reason of such ownership, or a right of the public, to use the land of another for a special purpose as designated.

Educational and Scientific Research, Development, and Testing Services:

Element: An individual defining feature of a building, structure, site, or district.

Elevated Building: For insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Eligible Community or Participating Community: A community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

Environmental Officer: The Director of Planning & Community Development.

Environs: The area immediately surrounding a property listed upon the National Register of Historic Places (hereafter, “registered”). The Historic Preservation regulations shall apply to all structures which are within 300 feet of a registered property and to all structures intervisible with the registered property up to, but not farther than, 500 feet. Intervisible is further defined as “the condition of being able to see one point from another without physical, permanent obstruction.” Intervisibility shall be determined by standing at the main entrance of the registered property and looking in all directions for a distance of up to 500 feet. All references to “within 500 feet of a landmark or historic district” as used throughout this code shall use the intervisibility standard for determining changes to the environs of a registered property.

Evergreen Trees: Generally those trees which do not shed their leaves annually, such as Pine, Spruce, Juniper, etc.

Exception: A grant of permission to depart from the general provision of the Development Regulations of the City of Leavenworth, Kansas which is expressly authorized by provisions of the ordinance after a finding of fact and imposition of conditions by the applicable governing body.

Existing Construction: For the purposes of determining insurance rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing Manufactured Home Park or Subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Exterior Architecture/Feature: The character and composition of the exterior of the structure, including but not limited to, the kind and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs and appurtenant elements, and, the elements and components of the outer surface of a structure including windows, doors, light fixtures, signs, fences, hitching posts, decorations, chimneys, false fronts, parapets, flag poles, landscaping, retaining walls and related materials.

Facade: The front elevation of a building.

Fascia Sign: A wall sign mounted against the horizontal piece covering the joint between the top of the wall and the projecting eaves of the roof.

Fade (A frame effect): A transition from one message to another by means of varying light intensity, where the first Message gradually reduces intensity to the point of not being legible and/or gradually increases intensity to become legible.

Family: A person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities: (1) any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship; (2) two unrelated people; (3) two unrelated people and any children related to either of them; or (4) not more than eight people and up to two caretakers who are residents of a “Group Home” as defined in K.S.A. 12-736 and this ordinance. This definition does not include those persons currently illegally using or addicted to a “controlled substance” as defined in the Controlled Substances Act, 21 U.S.C. §802(6). Exceptions: “Family” does not include: any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization; any group of individuals whose association is temporary or seasonal in nature; or any group of individuals who are in a group living arrangement because of criminal offenses.

Farm: An area, which is used for the production of farm crops such as vegetables, fruit trees, cotton, or grain and their storage as well as raising thereon of farm animals such as poultry, cattle, or swine on a limited basis. Farms also include dairy operations.

Farming: The practice of raising crops and/or livestock for profit.

Fence: A barrier intended to prevent escape or intrusion, or to mark a property boundary. Open fences are those constructed of wood, masonry, metal, woven wire or other material whose surface area is greater than 50 % open. Solid fences are those constructed of wood, masonry, metal, plantings, hedges, or other material whose surface area is or may become less than 50% open.

Final Plat: A plan or map prepared in accordance with the provisions of this regulation and those of any other applicable local regulation, which plat is prepared to be placed on record in the office of the Register of Deeds of the County.

Financial Institution, with Drive-thru: An institution that provides financial services for its clients or members including deposit-taking institutions, which accept and manage deposits and make loans. Examples are banks, building and loan societies, credit unions, trust companies, mortgage loan companies, insurance companies, pension funds, brokers, underwriters, and investment funds. This definition does not include short term or automobile title loan businesses. If these institutions have a physical facility to allow their customers to make transaction from a vehicle they are “drive-thru.”

Financial Institution, without Drive-thru: An institution that provides financial services for its clients or members including deposit-taking institutions, which accept and manage deposits and make loans. Examples are banks, building, and loans societies, credit unions, trust companies, mortgage loan companies, insurance companies, pension funds, brokers, underwriters, and investment funds. This definition does not include short term or automobile title loan businesses. If these institutions do not have a physical facility to allow their customers to make transaction from a vehicle they are “without drive-thru.”

Fish Farm/Hatchery: A place where large numbers of fish eggs are artificially fertilized and hatched, and fish are raised in an enclosed environment. Hatcheries may be owned and operated by either governments or private interests. Some hatcheries raise the fry until they reach adulthood and have commercial value; others release the fry into the wild with the intent of building up the wild stock. Fish Farms raise the fish until they are ready for market.

Flashing: A pattern of changing light Illumination where the sign's illumination alternates suddenly between fully illuminated and fully non-illuminated for drawing attention to the sign.

Floating Zone: A special detailed use of district of undetermined location in which the proposed kind, location, size, juxtaposition and form of structures must be preapproved, and which, like a special use permit, is legislatively predetermined to be compatible with the areas in which it may thereafter be located on a particular application, provided specified predetermined standards are met and actual incompatibility is not revealed. A Planned Unit Development is the only floating zone in this ordinance.

Flood Boundary and Floodway Map (FBFM): An official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

Flood Elevation Determination: A determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study: An examination, evaluation and determination of flood hazards and if appropriate, corresponding water surface elevations.

Flood Fringe: The area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

Flood Hazard Boundary Map (FHBM): An official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

Flood Hazard Map: The document adopted by the City Commission showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

Flood Insurance Rate Map (FIRM): An official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS): An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

Floodplain Management Regulations: Development Regulations, Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances), and other applications of police power. The term describes such state or local regulations, in any combination thereof that provide standards for the purpose of flood damage prevention and reduction.

Floodplain Management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain or Flood-prone Area: Any land area susceptible to being inundated by water from any source (see "flooding").

Floodproofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

Floodway Encroachment Lines: The lines marking the limits of floodways on Federal, State and local floodplain maps.

Floodway or Regulatory Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway Use: A use that can be approved by the City Engineer upon the application of certain criteria for uses in the 100-year floodway as regulated by Article X – Floodplain Management.

Floor Area Defined: For the purpose of applying the requirement of off-street loading and parking, the term "floor area" in the cases of offices, merchandising, or service types of use, shall mean the gross floor area used or intended to be used by tenants, or for the service to the public as customers, patrons,

clients, or patients, including areas occupied by fixtures and equipment for display or sale of merchandise. It shall not include areas used principally for non-public purposes, such as storage, incidental repair, processing, or packaging of merchandise, offices incidental to the management or maintenance of stores or buildings, restrooms, facilities, or exterior balconies.

Food, Beverage, Convenience and Groceries Retail Sales: A grocery store is a store established primarily for the retailing of food. It stocks different kinds of foods from assorted places and cultures, and sells them to customers. Large grocery stores that stock products other than food, such as clothing or household items, are called supermarkets. Small grocery stores that mainly sell fruits and vegetables are known as produce markets. Bodegas and kiosks are small grocery stores that predominantly sell snack foods and sandwiches. Convenience stores typically also retail gasoline.

Foster Home: A residence or building in which 12 to 24-hour care is provided to no more than five (5) children, two (2) or more of which are unrelated to the foster parent. Foster homes are permitted in all residential districts as they are considered a family

Frame Effect: A visual effect on an Electronic Changeable Message Sign applied to a Frame to transition from one Frame to the next.

Frame: A single static image generally used to convey a picture or message or portion thereof that could include multiple frames through scrolling, traveling, and other effects.

Fraternity/Sorority Home: A chapter house, providing residential and dining facilities for members of social organizations with a membership consisting of undergraduate students at colleges and universities. These are single-sex, initiatory organizations with membership considered active during the undergraduate years only. A fraternity or sorority must be recognized by and affiliated with a local college or university.

Free Standing Sign: Any self-supporting ground, pole, pylon, or monument sign which is detached and is independent from any structure.

Freeboard: A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

Frontage: The frontage of a lot is the side nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides adjacent to streets shall be considered frontage and yards shall be provided, as set forth in this document.

Functionally Dependent Use: A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

Funeral, Mortuary, Crematory: A facility for the provision of funeral services, including the preparation of bodies for burial or their disposal by cremation.

Future Land Use Map: A component of the Comprehensive Land Use Plan.

Gas Station: See Service Station.

GBD: General Business District as defined by the most current Development Regulations.

Golf course, private: A golf course, with private membership and ownership, consists of a series of holes, each consisting of a teeing ground, fairway, rough, and other hazards, and a green with a flagstick and cup, all designed for the game of golf. It may include a driving range, restaurant, pro-shop and bar.

Golf course, public: A golf course, with public membership and either private or public ownership, consisting of a series of holes, each consisting of a teeing ground, fairway, rough and other hazards, and a green with a flagstick and cup, all designed for the game of golf. It may include a driving range, restaurant, pro-shop and bar.

Governing Body: The City Commission of Leavenworth, Kansas. **Government Activities or Services:** The rendering of services of a governmental nature (police, fire protection, refuse collection, or code enforcement for example) required within or upon any property regardless of zoning classification.

Government Administrative Buildings and Support Facilities: Primary and accessory structures to be used by United States, Kansas, county, city, and local school districts or governments for the delivery of essential services to the public. This definition does not apply to nonprofit corporations or organizations, which may deliver government services but are not under the jurisdiction of a popularly elected legislative board or commission. All other provisions of the city's Development Regulations, zoning, land use, construction, and property maintenance codes shall apply to government-owned facilities.

Government Offices and Facilities: Any facility, function, office, shop, or place operated by any one of the following governments: United States, State of Kansas, County of Leavenworth, City of Leavenworth, USD 453, or any other division of the state of Kansas with the authority to levy and collect taxes.

Grass: A species of perennial grass grown as permanent lawns or for landscape purposes as distinguished from those species grown for agricultural or commercial seed purposes.

Greenhouse/Nursery: A nursery is a place where plants are propagated and grown to usable size. These include retail nurseries that sell to the public, wholesale nurseries that sell only to businesses such as other nurseries and to commercial gardeners, and private nurseries that supply the needs of institutions or private estates. Some retail and wholesale nurseries sell by mail.

Group Home: Disabled (defined by K.S.A. 12-736): A dwelling unit occupied by not more than ten (10) persons, including eight (8) or fewer persons with a "disability", which is licensed by a regulatory agency of the state. "Disability" refers to persons with physical or mental impairments substantially limiting major life activities.

Gun Sales and Service: Any place, structure, or person licensed by the federal government, which offers the sale, rental, service, repair, or storage of guns, ammunition and shooting accessories.

Health Resort/Spa: A business establishment which people visit for professionally administered personal care treatments such as dietary counseling, various therapies, massages, and facials in a hotel setting where people reside for a day or more.

Heavy Industrial: The production of products, which are either heavy in weight or heavy in the scale of the processes leading to their production. Products are often produced with by the use of smelters, furnaces, and high energy or raw material inputs. Often heavy industrial processes involve the use of large machines, smokestacks, hazardous products, and waste chemicals. Typical Heavy Industrial processes have some negative effects on the surrounding property through the emission of noise, large vehicle traffic, particulate matter emissions, mechanical vibration, unpleasant smells, and or deleterious environmental impacts. Heavy industrial projects can be generalized as more capital intensive or as requiring greater or more advanced resources, facilities or management. These industries are often the most heavily regulated by the federal or state governments.

Heavy Vehicle/Equipment Sales, Rentals, and Service:

Heliport: Any location where one or more heaver than air rotor-wing craft capable of containing a human, takeoff or land, and for which ground facilities necessary to these operations are constructed.

Highest Adjacent Grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic and Monument Sites: Any site so designated by the local, state, or federal Government.

Historic District: An area designated as an historic district and which may contain within definable geographic boundaries one or more significant sites, structures or objects and which may have such other structures which contribute to the overall visual characteristics of the significant structures or objects located within the designated area, and are free from non-contributing structures which detract from the historic properties.

Historic Preservation: The study, identification, protection, restoration and rehabilitation of buildings, sites, structures, objects, districts, and areas significant to the history, architecture, archaeology or culture of the city, state or nation. Preservation may include work to halt the process of decay, normal maintenance, and other measures to retain and sustain the nature, form, material, and integrity of historically or architecturally important properties, structures or districts.

Historic reconstruction: The reproduction of the exact form and detail of a vanished building, site, structure or object or a part thereof, as it appeared at a pertinent time using materials based on precise historical documentation and specification, including construction method.

Historic replication: the reconstruction of structural elements, which match the shape and size but may be made of different materials or methods than those used in the original construction.

Historic restoration: the accurate reconstruction of structural elements matching in shape, size and texture the original construction method and material, including removal of materials that are not appropriate to the structure.

Historic Structure: Any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

Historically or Architecturally important feature: The qualities present in a structure, property, or district because it: (a) Is associated with an event or events that significantly contributed to the broad patterns of the history or architectural heritage of the city, state, or nation. (b) Is associated with the life of a person(s) significant to the history of the city, state, or nation. (c) Embodies distinctive characteristics of a type, design, period, or method of construction. (d) Represents the work of a master craftsman or possesses high artistic value. (e) Exemplifies the cultural, political, economic, social, or historic heritage of city, state, or nation. (f) Contains elements of design, detail, materials, or craftsmanship which represent a significant construction innovation. (g) Is part of or related to a square, park or other distinctive area that was or should be developed or preserved according to a plan based on a historic or architectural motif. (h) Is an established and familiar visual feature of a neighborhood or of the community. (i) Has yielded or is likely to yield archeological artifacts and/or information.

Holiday Decorations: Displays erected on a seasonal basis in observance of religious, national, or state holidays that are not intended to be permanent in nature and that do not constitute commercial signs.

Home Occupation: A business, profession, service, or trade, meeting the qualifications of and permitted by the Supplementary District Regulations of this ordinance, conducted for gain or support within a residential building.

Hospital: An institution for health care providing patient treatment by specialized staff and equipment, and often, but not always providing for long-term patient stays.

Hotel: A building or portion thereof, or a group of buildings, which provide sleeping accommodations for transients on a daily or weekly basis for pay, whether such establishments are designated as a hotel, inn, automobile court, motel, motor inn, motor lodge, tourist cabin, tourist court, or otherwise.

Hotels and Motels (with accessory uses): A commercial establishment that provides guest-lodging accommodations consisting of a room with a bed, bathroom, climate control and maid service on a short-term basis. Hotels typically have rooms exiting on to a semi-secure central hallway. Motels typically have rooms exiting directly to the outdoors and have parking close to the room door.

Identification Sign: Any sign giving the nature, logo, trademark or other identifying symbol, address, or any combination of the name, symbol, and address of a building, business development, or establishment on the premises where it is located.

Illegal Lot Combination/Transfer: A lot that contains one (1) or more portions of a lot or lots of record. The transference of a portion of a platted lot without a replat of both the donor and recipient lots is illegal.

Illegal Sign: A sign that violates the intent or provisions of the sign code and is installed or erected after the effective date of the current sign code or was illegally installed before the effective date of the sign code and is not in conformance with the sign code.

Illuminated Sign: A sign lighted by, or exposed to, artificial lighting either by lights on or in the sign or directed toward the sign.

Illumination: The amount of light that is incident to the surface of an object. This is the method for describing ambient light levels or the amount of light that is projected onto a front-lit sign. This parameter is typically measured in Lux (foot-candles x meters).

Improvements: Street and drainage work and utilities that are to be installed, or agreed to be installed in conformance to City of Leavenworth's standard and specifications, by the subdivider on the land to be used for public or private use of the lot owners in the subdivision, as a condition precedent to and acceptance of the final plat.

Indirectly Illuminated Sign: A sign whose source of Illumination is exterior to the body of the sign with the light shining directly on the sign.

Indoor Commercial Recreation/ Entertainment: Any facility for recreation, which is indoors, and commercial in nature.

Indoor Shooting Ranges: Any indoor shooting range for guns or archery meeting National Rifle Association standards for the design, construction, and operation of the facility.

Infill Construction: Construction of a new residential or commercial structure on a previously platted and developed lot where one or more main structures were removed. Infill constructions shall conform to established setback lines, building orientation, mass, form, and architectural styling of the surrounding buildings.

Inoperative Vehicle: A vehicle that is wrecked, partially dismantled and/or damaged to the extent that the equipment required by State statute on any such vehicle used on the streets and highways is not present or is not in good condition or proper adjustment or such vehicle is in an inoperable condition or a condition that would render the operation on the streets and highways a hazard to public safety.

Internally Illuminated Sign – A sign in which the source of Illumination is contained within the sign.

Inter-Parcel Access: A private, vehicular way adequate to convey vehicular traffic from the subject property to adjacent properties in an unimpeded manner.

Jails and Prisons: Places in which people are physically confined and, usually, deprived of a range of personal freedoms. In the United States, "jail" and "prison" refer to separate levels of incarceration; generally speaking, jails are county or city administrated institutions which house both inmates awaiting trial on the local level and convicted misdemeanants serving a term of one year or less, while prisons are state or federal facilities housing those awaiting trial on the state or federal level and convicted felons

serving a term of more than one year. On the federal level, this terminology has been largely superseded by a more complex five-tier system implemented by the Federal Bureau of Prisons that ranges from low security "Prison Camps" to medium security "Correctional Institutions" and finally maximum security "Penitentiaries."

Junk Yard: The use of any lots, portion of a lot, or tract of land for the storage, processing, sale, or abandonment of junk, including scrap metal or other scrap material, or for the dismantling, demolition or abandonment of automobiles, or other vehicles, or machinery or parts thereof

Junkyard, Salvage Yard: The location of a dismantling business where wrecked or decommissioned vehicles or other scrap is brought, their usable parts are sold for use in operating vehicles, while the unusable metal parts, known as scrap metal parts, are processed and sold to metal-recycling companies.

Kansas Register/State Register: The current State Register of Historic Places as prepared, approved and amended by the State Historic Sites Board of Review and authorized by KSA 75-2701, et.seq.

Kennel: A facility, which houses, boards, breeds, or trains five (5) or more dogs or cats by other than the owner.

Landfill, Construction and Demolition: An approved location through the special use permit process wherein the following can be deposited: waste building materials and rubble resulting from construction, remodeling, repair or demolition operations on houses, commercial buildings, other structures, and pavement.

Landfill, Cut And Fill: A location wherein clean fill dirt may be deposited or cut with the approval and review of the Director of Public Works.

Landfill, Municipal Solid Waste: A landfill accepting all types of material as regulated by the State of Kansas not including Construction and Demolition Landfills or Cut and Fill Landfills. Municipal Solid Waste Landfills are not allowed in the City of Leavenworth.

Landowner: (Also known as property owner) The legal or beneficial owner or owners of all land proposed for action under this ordinance. The holder of a contract to purchase or other persons having an enforceable proprietary interest in such land shall be deemed a landowner or property owner for the purpose of this ordinance.

Landscape Material: Living material such as trees, shrubs, ground cover/vines, turf grasses, and non-living material such as: rocks, pebbles, sand, bark, brick pavers, earthen mounds (excluding pavement), and/or other items of a decorative or embellishment nature such as fountains, pools, walls, fencing, sculpture, etc.

Landscaped Open Space: All land area within the property lines not covered by building or pavement.

Leavenworth Landmark: A site, structure, or object designated as a landmark by the City Commission deemed worthy of preservation because of its historic, archaeological, and/or architectural significance to the City, state or nation.

Legal Setback Line: A line established by the Development Regulations beyond which no building may be built. A legal setback line shall be measured from the property line, not the curb line.

Library: A collection of sources, resources, and services, and the structure in which it is housed, organized for use and maintained by a public body, an institution, or a private individual.

Light Industrial: Light industry is usually less capital intensive than heavy industry, and is more consumer-oriented than business-oriented. Most light industry products are produced for end users rather than as intermediates for use by other industries. Light industry facilities typically have less environmental impact than those associated with heavy industry. Light industry is a manufacturing activity that uses moderate amounts of partially processed materials to produce items of relatively high value per unit weight. Examples of light industries include the manufacture of clothes, shoes, furniture, consumer electronics, and home appliances. Light industries require only a small amount of raw materials, area, and power.

Local Streets: A street whose primary purpose is to provide access to private property.

Lot Area: The total square footage area of the property bounded by the front, side and rear lot lines, excluding all dedicated rights-of-way.

Lot, Buildable: Any lot of record meeting the zoning minimums or lot of record that has frontage on a dedicated street that is open and maintained by the city. A street of less than a minimum right-of-way width shall require dedication of additional right-of-way prior to the issuing of any building permits. No permits for residential uses shall be issued on streets that are not open, dedicated, and maintained by the city except in a PUD.

Lot Coverage: The portion of a lot occupied by the building footprint and all impervious surfaces.

Lot Line, Front: The property line dividing a lot from the right-of-way of a street. On a vacant corner lot, the shorter street right-of-way shall be considered as the front line. On a developed corner lot, the front line should be determined by the structure's main entrance.

Lot Line, Rear: The lot line opposite and most distant from the front lot line and most nearly parallel to it.

Lot Line: Lot boundary line or property line.

Lot of Record: A lot which is a part of a subdivision, the map of which has been recorded in the office of the Register of Deeds of Leavenworth County; or a parcel of land described by metes and bounds, the deed to which was recorded in the office of the Register of Deeds prior to the adoption of this ordinance.

Lot Width: The distance between the side lot lines, measured along the front setback line as established by this ordinance. Where the front setback line is curvilinear, lot width shall be measured along the tangent to this curve.

Lot, Depth Of: The average horizontal distance between the front and rear lot lines.

Lot, Double Frontage: A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.

Lot, Interior: Any lot other than a corner lot.

Lot/Parcel/Tract: As defined by the State of Kansas.

Lot: A parcel or tract of land under single ownership or control. A lot may consist of one (1) or more lots of record. Multiple lots may be developed as one lot if internal easements are voided. A portion of land in a subdivision or other parcel of land, intended as a unit for transfer of ownership or for development.

Lowest Floor: The lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

LPC: The Leavenworth Preservation Commission.

Luminance: The amount of light that emanates from an internally illuminated sign. This parameter is measured in nits. The nit levels necessary for the sign to be legible vary with the ambient light conditions. On a sunny day, the nit levels must be very high, while at night, the levels must be very low to prevent the image from distorting and to prevent glare.

Major Arterial Street: A street of great continuity which serves as a major thoroughfare whose primary function is to move traffic from and to principal traffic generators within the region

Mansard Sign – A sign mounted on a roof with two angles of slope, the lower portion of which is steeper and architecturally comparable to a building wall. Also may be a vertical façade that imitates a roof. A mansard sign is a wall sign.

Manufactured Home Park or Subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufactured/Mobile Home Community: A community consisting entirely of single family homes manufactured off-site. Typically, residents pay a lot rental fee to the owner of the community.

Manufacturing, Fabrication, and Assembly: Any place or structure where value is added to a material product through manufacturing techniques.

Map: The Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

Marina: A marina is an artificial harbor with wharfs keeping boats and yachts and with services for recreational boating. A marina may have refueling, washing and repair facilities, ship chandlers, stores and restaurants. A marina may include ground facilities such as parking lots for vehicles and boat trailers and boat ramps to transfer trailered boats into the water. A marina may have a boat hoist operated by service personnel. A marina may have out-of-water-storage for out-of-season boat storage. A marina differs from a port in that a marina does not handle large passenger ships or cargo from freighters.

Market Value or Fair Market Value: An estimate of what is fair, economic, just, and equitable value under normal local market conditions.

Marquee Sign: A sign made a part of a marquee and designed as either a manual changeable message sign or an electronic changeable message sign. A marquee sign is a wall sign.

Marquee: A hood, canopy, or awning of permanent construction that projects from a wall of a Building, usually above an entrance.

Mass: The ratio of solid wall space to window and door openings on a building footprint and all impervious surfaces with the sole exception of sidewalks.

Mausoleum: A stone or masonry building with places for entombment of the dead above ground level.

Maximum Extent Feasible: Reasonable efforts have been undertaken to comply with the regulations, but the cost of compliance clearly outweighs the potential benefits to the public or would unreasonably burden the proposed project, and reasonable steps have been undertaken to minimize any potential harm or adverse impacts resulting from noncompliance with the regulation.

Mean Sea Level: For purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

Medical and Dental Clinics and Offices: A clinic is a health care facility that is primarily devoted to the care of outpatients. Clinics can be privately operated or publicly managed and funded, and typically, cover the primary health care needs of populations in local communities, in contrast to larger hospitals which offer specialized treatments and admit inpatients for overnight stays. Clinics are often associated with general medical practice, run by one or several general practitioners or practice managers.

Membership Clubs: An organization composed of people who voluntarily meet on a regular basis for a mutual purpose. The term club is not a legal term per se, but a group that organizes itself as a club must comply with any laws governing its organization and otherwise be cognizant of the legal ramifications in undertaking to organize itself in this manner.

Message: As used in the sign code, a text, image, or combination thereof meant to be comprehended as a whole by the viewer. Each simple concept shall be deemed a separate message. A message can be either a static display or a display that, not fitting onto the screen all at once, is broken into parts, which appear sequentially, scrolling across the screen. Electronic changeable message signs are capable of changeable messages.

Mini-Storage: A business that owns and operates a facility that is subdivided into self-storage spaces, which are rented to tenants, usually on a monthly basis. Self-storage facilities lease space to individuals, usually storing household goods, or to small businesses, usually storing excess inventory or archived records. The rented spaces are secured by the tenant's own lock and key. Facility operators do not have casual access to the contents of the space, unlike a professional warehouseman. A self-storage operator does not take possession, care, custody, or control of the contents of the storage rental space unless a lien is imposed for non-payment of rent.

Minor Arterial Street: A street whose primary function is the same as that of a principal arterial street, except that it serves on a small community scale, and provides destinations to specific traffic generators.

Mobile Home Park: Any lot, tracts, or parcel of land used or offered for use in whole or in part with or without charge for parking of mobile homes for non-transient use, but shall not include mobile home sales lots on which unoccupied mobile homes are parked for the sole purpose of display, inspection, sale or storage.

Mobile Home Space: A plot of ground within a mobile home park designed for the accommodation of one (1) mobile home.

Monument Sign: A freestanding sign having the appearance of a solid base of landscape construction materials such as brick, stucco, stonework, textured wood, tile or textured concrete materials. The base of a monument sign shall be architectural in nature, with a concealed means of support, and utilize materials consistent with the design of the building it is identifying.

Motel: See Hotel.

Motion: As used in the sign code, the depiction of movement or change of position of text, images, or graphics. Motion shall include, but not be limited to, visual effects such as dissolving and fading text and images, scrolling sequential text, graphic bursts, lighting that resembles zooming, twinkling, or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes and similar actions.

Motor Vehicle Repair: General repair, engine rebuilding, rebuilding, or reconditioning of motor vehicles; collision service such as body, frame, or fender straightening and repair; overall painting; but not including painting of automobiles unless conducted in a completely enclosed spray booth. Motor vehicle repair service shall only be performed within an enclosed yard or structure. All inoperable vehicles shall also be stored within an enclosed yard or structure.

Moving and Storage Facilities: A facility for the storage and dispatching of household or commercial relocation services, trucks and crews. It may also contain facilities for the warehousing of household or commercial goods in short term or long-term storage.

Name Plate Sign: A single-faced, non-illuminated wall sign that displays only the name and/or occupation of the person or persons occupying space in a building. Name plate signs may be incorporated within wall signs and shall otherwise be subject to regulations restricting wall signs.

National Register: The current National Register of Historic Places established by the National Preservation act of 1966, 80 Stat. 915.16 USC 470 *et seq,* as may be amended.

Neighborhood Recycling Center: A center, designed to serve a limited area or specific neighborhood, for the collection of specific materials, which may be recycled. It is not a center for the on-site processing of used materials into new materials. Recyclable materials include many kinds of glass, paper, metal, plastic, textiles, and electronics. The composting or other reuse of biodegradable waste, such as food or garden waste is not considered recycling under this definition. Materials to be recycled are brought to a

collection center by local residents. Commercially generated recyclables are not to be deposited in neighborhood recycling centers.

New Construction: Construction of site infrastructure or a new element, building, or structure.

New Construction: For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

NFIP: The National Flood Insurance Program.

Nit: A unit of measure of brightness or luminance. One nit is equal to one candela/square meter.

Non-Affixed Sign: Any sign that is not permanently affixed to a building, structure or the ground.

Non-Commercial Message: Any message, content, text, or display that is not a commercial message.

Non-Commercial Sign: Any sign that is not a commercial sign.

Non-Conforming Lot of Record: A lot which is part of a recorded subdivision or a parcel of land, the deed to which was recorded prior to the adoption of the original Subdivision Regulations in the city, July 19, 1966, and neither the lot nor parcel complies with the lot width or area requirements for any permitted uses in the district in which it is located.

Non-Conforming Signs and Billboards: Any sign or billboard that was installed prior to the passage of this sign code and that was a legal sign, but which does not now conform to the requirements of this sign code.

Non-Conforming Structure: An existing structure which does not comply with the lot coverage, height or yard requirements which are applicable to new structures in the zoning district in which it is located.

Non-Conforming Use: An existing use which does not comply with the use regulations applicable to new uses in the zoning district in which it is located.

Non-Contributing: A building, site, structure or object that does not add to the architectural quality, historic association or archaeological values for a landmark or historic district because it was not present historically, or has been altered or changed which has destroyed its historic integrity and it is incapable of being restored, or it cannot independently meet the criteria for landmark designation.

Non-Residential Swimming Pools: Swimming pools operated by a private membership organization or government.

Normal Maintenance/Repair: Any work designed to correct damage or deterioration to the condition that existed prior thereto. "Normal maintenance" includes all work performed on structures by a property owner which does not require a permit as prescribed by the City's development regulations.

Nursery Care or School: See Child Care Center or Day Care Home.

Nursing Home/Hospice: A nursing home, convalescent home, Skilled Nursing Unit, care home, rest home, or hospice which provides a type of care for its residents. It may be a place of residence for people who require constant nursing care and have significant deficiencies with activities of daily living. Residents include the elderly and younger adults with physical or mental disabilities. Residents in a skilled nursing facility may also receive physical, occupational, and other rehabilitative therapies following an accident or illness. Hospice is a type of care that focuses on the palliation of a terminally ill patient's symptoms. These symptoms can be physical, emotional, spiritual, or social in nature.

Official Sign: Any sign installed or erected by a governmental body or agency or by a public utility such as traffic signs, signals, regulatory devices or warnings; signs designating properties or structures officially designated by the federal, state or local government as being of historical significance or other similar signs. Commercial signage by a utility is not an official sign.

Off-Premise Sign: A commercial sign containing a message that pertains to a business, establishment, person, organization, activity, entertainment, event, condition, place, service or product that is not principally located, or primarily manufactured, produced, available, furnished or sold on the premises upon which the sign is erected, The on-premises/off-premises distinction applies only to commercial signs.

On-Premise Sign: A sign advertising an establishment, business, person, activity, good, product, or service that is located on the premises upon which the sign is erected.

Open Space, Common: An area of land or water or combination thereof reserved for the passive and active recreation of the residents of a designated area. Such area shall not include areas used for streets, alley, driveway, private roads, off-street parking, or loading areas, utility easement, trash collection point or private yard area not open to common use by these residents.

Open Space: An area of land or water or combination thereof planned for passive or active recreation, but does not include areas utilized for streets, alleys, driveways or private roads, off-street parking for loading areas, or required front, rear, or side-yards.

Orientation: Direction on a lot followed by the building's dominant lines, i.e., front-to-back or side-to-side.

Outdoor Commercial Recreation: Any facility for recreation, which is outdoors, and commercial in nature.

Parking Lot or Garage (Commercial, Non-Accessory): Defined in the Off Street Parking section of these regulations.

Parking Lot: A parcel of land devoted to the parking of motor vehicles, which considers the width, length, turning radii and ingress/egress requirements of a standard sized automobile. A parking lot will be sealed with a dustless, all-weather surface.

Parking Space: Off-Street: A parcel of land, which is required for parking purposes by this ordinance, on or near the property where the particular use is located. Parking places required by this ordinance cannot be located on any part of a public easement or dedicated right-of-way.

Parking Space: The portion of a parking lot sufficient in size to store one automobile. The minimum design established is 8 1/2' x 18'.

Parks and Open Space:

Participating Community: An "eligible community"; a community in which the Administrator has authorized the sale of flood insurance.

PC: Planning Commission

Pedestrian Way: A right-of-way dedicated to public use, which cuts across a block to facilitate pedestrian access of adjacent streets and properties.

Permit: A signed document from a designated community official authorizing development. As relating to floodplain management a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

Person: Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

Pervious Pavement: A pavement system with traditional strength characteristics but which allows rainfall to percolate through it rather than running off. A pervious pavement system uses either porous asphalt, pervious concrete, or plastic pavers interlaid in a running bond pattern and either pinned or interlocked in place. Porous asphalt consists of an open graded course aggregate held together by asphalt with sufficient interconnected voids to provide a high rate of permeability. Pervious concrete is a discontinuous mixture of Portland cement, coarse aggregate, admixtures, and water that allows for passage of run-off and air. Examples of permeable pavement systems include Grasspave2®, Gravelpave2®, Turfstone®, and UNI Eco-stone®.2

Pet Grooming: The hygienic care and cleaning of a pet as well as a process by which a pet's physical appearance is enhanced.

Pet Shops: Any location where the retail sales of pets and pet accessories occurs.

Petroleum Pipeline and Pressure Control Stations: Any facility used to measure or maintain the conditions in a pipeline operated by a public utility.

Placement: Building siting or positioning on a lot, as determined by its setbacks. Placement also refers to the positioning of individual elements on a building.

Planned Unit Development (PUD): A single parcel or contiguous parcels of land intended to be developed in accordance with an overall design plan, which may include residential, commercial, industrial, or public land uses or a mixture thereof.

Planning Commission: Shall mean the Leavenworth City Planning Commission.

Pole Sign: A freestanding sign supported by uprights, braces, columns, poles, or other vertical members that are not attached to a building.

Portable Sign: A temporary sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels or by a person, a sandwich board sign, balloons or other gas or air filled objects used as commercial signs, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless that vehicle is used in the normal day-to-day operations of the business.

Porte Cochere: (pronounced port co-SHARE) The architectural term for a porch- or portico-like structure at a main or secondary entrance to a building, through which a horse and carriage (or motor vehicle) can pass in order for the occupants to alight under cover, protected from the weather.

Post Office Branches: Any physical subdivision or staffed permanent presence of the United States Postal Service.

Preliminary Plat: A plan made for showing the design of a proposed subdivision and the existing conditions in and around it. This plan need not be based on a detailed final survey of the property.

Principal Structure: A structure in which a dominant use of the lot on which the structure is located is conducted.

Principal Use: The main use of land or structures as distinguished from a subordinate or accessory use.

Principally Above Ground: At least 51 percent of the actual cash value of the structure, less land value, is above ground.

Private Club: "Class B Club" A premises operated for profit by a corporation, partnership or individual, known as the management, to which premises the management allows persons, known as members to resort for the consumption of food or alcoholic beverages and for entertainment.

Private Club: “Class A Club" A premises owned or leased and operated by a corporation, partnership, business trust or association, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates, their families and invited and accompanied guests, and which is not operated for a profit other than such as would accrue to the entire membership. A corporation, partnership, business trust, or association not operated for a profit, for the purposes of the definition of a Class A Club shall only include a corporation, partnership, business trust, or association, which has been determined to be a bona fide nonprofit social, fraternal or war veterans club.

Projecting Sign: A sign that projects from and is supported by a wall of a building or structure. (Sign face may be perpendicular to the wall.)

Property Identification Sign: A sign identifying a neighborhood, subdivision or other residential development. A property identification sign may not be a temporary sign.

Property Line: The boundary line (front, side, or rear) of land owned by an individual, firm or corporation described by metes and bounds or by a plat lot number.

Public Interest Sign: Any sign intended to convey a legal right or restriction on a property, such as a "No Trespassing" sign; a sign intended to warn the public of a bona fide danger on the property, such as a "Beware of the Dog" sign; or a sign placed by order of a court or by a government official in the normal course of their duties. Public interest signs shall include signs identifying a structure or area as a historic structure or place.

Public or Private Membership: Any structure or area under the control of a group with restricted membership.

Pylon Sign: A freestanding sign with a visible support structure that may or may not be enclosed by a pole cover.

Racing Facilities: Any facility, with any surface, where motorized, electric, or internal combustion, vehicles with one or more human occupant race, practice, or test for racing purposes.

Racquet Club: A commercial facility for the playing of squash, tennis, or racquetball at which there is a clubhouse including restrooms. Such a facility may provide additional services customarily furnished by a club such as swimming, outdoor recreation, and related retail sales that may include a restaurant and cocktail lounge as a secondary use.

Radio, Television, and Recording Services: Any facility where electronic media for radio, television or other methods of distribution is made for commercial purposes.

Railroad Terminal: Any passenger or freight terminal used by a railroad company.

Ranching: The raising of livestock for commercial sale.

Reasonably Safe from Flooding: Base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

Recreational Vehicle: A vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Recycling Collection Station: As opposed to a neighborhood recycling centers, recycling collection stations are designed to serve a city sized area for the collection of specific materials, which may be recycled. It is not a center for the on-site processing of used materials into new materials. Recyclable

materials include many kinds of glass, paper, metal, plastic, textiles, and electronics. The composting or other reuse of biodegradable waste, such as food or garden waste is considered recycling under this definition. Materials to be recycled are brought to a collection center by local residents and businesses. Commercially generated recyclables may be deposited at Recycling Collection Stations.

Religious Assembly: Any assembly of one or more people in furtherance of their shared spiritual beliefs.

Remedy a Violation: As used in Article X, Floodplain Management, **t**o bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

Residential Home-Stay: Any furnished residential structure wherein one limited-term boarder (not to exceed 180 days) is allowed the use of an entire structure, or a portion of a structure, and its grounds. No management or owner presence is required and no meals are served. In approval of a **Residential Home Stay** the city may consider impact on neighbors' parking needs, etc. and place additional requirements as deemed appropriate. Such a business shall be registered with the City Clerk as a rental property.

Residential: A Residential zoning district, RI-25, RI-9, RI-6, R4-16, RMF, and MP as defined by the most current Zoning Ordinance.

Restaurant, Drive-thru or Drive-in: An establishment whose primary business is the serving of food to the public, including, but not limited to, the types of business establishments customarily referred to as cafeterias, coffee shops, dairy bars, restaurants and soda fountains. The Drive-in or Drive-thru component refers to a situation where food and drink are served for consumption, on or off the premises by order from and service to vehicular passengers outside the structure.

Restaurant: An establishment whose primary business is the serving of food to the public, including, but not limited to, the types of business establishments customarily referred to as cafeterias, coffee shops, dairy bars, restaurants and soda fountains.

Retreat House: A residential dwelling wherein short-term boarders are allowed (not to exceed one week) to share living space and participate in specifically defined activities related to hobbies or other shared interests.

Riding Academies/Stables: Any facility dedicated to equine activities, to include teaching riding, riding, showing, boarding, maintenance, care, breeding, and rental of horses.

Right-of-Way: A public way established or dedicated by duly recorded plat, deed, grant, governmental authority or by operation of the law.

Risk Premium Rates: Those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. "Risk premium rates" include provisions for operating costs and allowances.

Roof Sign: A sign erected upon or above a roof or parapet of a building or structure, affixed to, supported by, or braced upon the roof joists or rafters.

Salvage/Junkyard: The use of any lot(s), portion of a lot, or tract of land for the storage, processing, sale or abandonment of junk, including scrap metal or other scrap materials, or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

Sandwich Board Sign: A self-supporting A-shaped freestanding, portable, temporary sign with only two visible sides angled, rather than parallel and flush; also called an A-Frame sign. These signs are situated to a business, typically on a sidewalk.

Scale: The size, both height and width, of a building or structure. Scale is influenced by patterns, shapes, and sizes of materials, components, and openings.

School, Elementary and Middle (Public and Private): As defined by the State of Kansas.

School, Senior High: As defined by the State of Kansas.

School, Vocational-Technical and Trade: As defined by the State of Kansas.

Screening (Screening Enclosure Or Properly Screened): A solid or semisolid fence or wall at least six (6) feet high but not more than eight (8) feet high, having a density of not less than eighty (80) percent per square foot. A landscape screen consisting of trees, shrubs or hedges meeting density requirement may be used to meet the requirement. Fence or wall shall be maintained in good condition by owner or owners of the property.

Scrolling/Travel: A frame effect where the frame is changed by the apparent vertical or horizontal movement of a frame or of the letters or graphic elements of the message.

Secretary: Secretary of the Planning Commission.

Semi-Permanent Structures: Structures that have a general lifespan less than that of the primary structure. Examples include both above and below grounds swimming pools, storage sheds, play structures, and gazebos.

Senior Housing: Housing for people over 55 and their immediate family members, which may include some limited on-site care.

Service Station, Automobile: A retail business engaged primarily in the sale of motor fuels; but also in supplying goods and services generally required in the operation and maintenance of automobiles.

Setback Line or Building Line: A line fixed parallel to the lot line beyond which a building cannot extend under the terms of the Development Regulations. It is equivalent to the yard requirement.

Set-Back: The required distance between each structure located on a building lot and the property lines of the lot. **Setting:** The immediate physical environment of a building, structure, site, or district.

Sexually Oriented Business: A business establishment open to the public, or to members, that offers for sale any or all of the following: nude or semi-nude entertainment, sexually oriented outcall services, sexually oriented retail sales of products, seminude dancing, and seminude dancing agencies. These include any facility or establishment which offers for sale, loan or rental any printed, recorded, photographed, filmed or otherwise viewable material, or any sexually oriented paraphernalia or aid, if a substantial portion (over 25%) of the stock or trade is characterized by an emphasis on matters depicting, describing or relating to sexual activities. This may also involve employees, contractors or other workers displaying uncovered male or female genitals or nude female breasts related to some form of monetary compensation paid to the entity operating the use or to persons involved in such display.

Shape: Surfaces and edges of a building and individual elements.

Shelter Home: Shelter Home means an enclosed building, or portion thereof, operated by a nonprofit entity for the purpose of providing shelter, bathing and restroom facilities, a secure place for belongings, and sleeping accommodations for people at no charge. A shelter home may include related support such as meals, medical services, social services, counseling, and training.

Shelter, Domestic Violence: A place of temporary refuge and support for people escaping violent or abusive situations.

Shrub: Any self-supporting, woody plant of a species, which normally grows to an overall height of less than fifteen (15) feet in this region.

Sidewalk: A paved walk for pedestrians along and at the side of a street.

Sign Alteration: The replacement, enlargement, reduction, reshaping, changing, or adding to a sign, sign structure or other supporting members.

Sign Face: The entire area within a square, circle, rectangle, triangle or combination thereof that encompasses the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including the sign structure.

Sign Maintenance: The normal care and minor repair necessary to retain a safe, attractive, and finished sign, sign surface, or sign structure. Changing the copy or a logo on a sign face without increasing sign dimensions shall be considered sign maintenance, if the information, product or service depicted remains the same and if the sign is to serve the identical establishment using the same business firm name as before the change.

Sign Refacing – The changing or replacing of the words, numerals or other aspects of the sign face to serve a different establishment or business, or to create a substantially different visual effect without alternating, moving, or replacing the sign, sign structure, or sign face.

Sign Structure: The support, poles, upright bracing or brackets and framework for any sign that is mounted on or affixed to a building, structure, or the ground. A sign structure may be a single pole and may or may not be an integral part of the building.

Sign Surface: The entire area aggregated on all sign faces, within a square, circle, rectangle, triangle or combination thereof that encompasses the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including the sign structure.

Sign: Any device, fixture, or placard on a structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public. Flags are not signs. All signs must conform to the applicable city codes.

Site (Historic): The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself possesses historic, cultural, or archeological value.

Site: A parcel, lot, or tract of land on which activities are conducted or one or more buildings or structures are located.

Siting: Orientation and placement of a building on a parcel or lot.

Small Wind Energy Systems: Privately owned wind energy generating systems designed to service a single family or building with under 10,000 square feet of floor space.

Snipe Sign: A sign made of material such as cardboard, paper, pressed wood, plastic, or metal that is attached to a fence, window, tree, utility pole or temporary structure or any sign that is not securely fastened to a building or structure or firmly anchored to the ground.

Social Service Center: A facility whose sole purpose is to provide informational, educational, social, or economic counseling or other similar services to persons residing in the city or county. A social service center must be sponsored and operated by a not-for-profit organization whose stated purpose is to improve quality of life within the city and county. This does not include nursing homes, fraternal orders, or private clubs.

Solar Collection Systems: Technologies employed to convert solar energy into usable light or heat, cause air-movement for ventilation or cooling, or store heat for future use. Active solar uses electrical or mechanical equipment, such as pumps and fans, to increase the usable heat in a system. Solar energy collection and utilization systems that do not use external energy, like a solar chimney, are classified as passive solar technologies.

Solid Waste Facility: Any facility, which serves to collect, distributes or temporarily store household generated solid waste.

Special Event Sign: A sign identifying a grand opening, parade, festival, fund drive or similar occasion.

Special Flood Hazard Area: See "area of special flood hazard."

Special Hazard Area: An area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

Sports/Entertainment Arena or Stadium: Any place or structure where more than 100 people can gather to watch a sporting or entertainment event.

Start of Construction: Includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State Coordinating Agency: The Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

State Historic Preservation Officer or SHPO: The person who has been designated by law and by the Governor of the State of Kansas to administer the State Historic Preservation Program for carrying out the provisions of the National Historic Preservation Act of 1966, as amended and related laws and regulations.

State Review Board: The Kansas Historic Sites Board of Review as established in KSA 75-2719a.

Static: Having no motion; being at rest; fixed, stationary.

Street: A right-of-way, dedicated to the public use, or a private right-of-way, which provides principal vehicular and pedestrian access to adjacent properties.

Streetscape: All physical elements that may be viewed along a street frontage.

Structure: A combination of materials to form a construction for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water.

Student Housing: Housing which only students in boarding schools, universities or other educational institutions are eligible to reside.

Studio, Music/Movie/TV: A place for the nurturing and recording of the visual and auditory arts.

Style: The visual appearance of a building, structure, site, or district depicting the influence of shape, materials, detailing or other features associated with a particular architecture.

Subdivider: A person, firm, corporation, partnership, or association who causes land to be divided into a subdivision for himself or for others.

Subdivision (Major): The division of a tract of land into five or more lots or parcels for the purpose of transfer of ownership of building development, or, if a new street is involved, any division of a parcel of land. The term "subdivision" includes "resubdivision," as used herein, shall include any further subdivision of a lot or parcel of land previously subdivided, for sale, use, or other purposes, which vary from the latest, approved plat of the same.

Subdivision (Minor): The division of a tract of land into not more than five (5) tracts, parcels, or lots meeting the requirements set forth herein.

Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial-damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Substantial Renovation: Any alteration affecting the front elevation of a building or costing more than 50 % of the current assessed County tax valuation.

Substantial Work: Work comprising the expenditure of more than 33% of the value of the project as listed on the building permit.

Sundries, Pharmaceuticals, Convenience Store Retail Sales:

Tailoring, Custom: Making or altering apparel according to personal or special order. The distinction between tailor shops and apparel manufacturing for zoning purposes is: 1. A custom tailoring shop should not have more than the equivalent of fifteen (15) full-time employees and; 2. Building space devoted to tailoring operations and product storage shall not exceed 12,000 square feet of floor space as measured by the exterior spatial dimensions.

Tattoo Parlor/Piercing/Body Art: Any place or structure, which is regulated by the Kansas Board of Cosmetology and where any form of elective body modifications occurs.

Tavern: An eating or drinking establishment where cereal malt beverages are sold for consumption on-premises as regulated by the Alcoholic Beverage Control Division, Kansas Department of Revenue.

Taxi Dispatch: A facility for the radio dispatch of taxis for hire. Taxis may also await dispatching at this location.

Temporary Sign: Any sign, banner, searchlight, sidewalk or curb sign, pennant, valance, flag, balloon, air- or gas-filled figure, or advertising display that is intended to be displayed for a limited period of time

only and is typically constructed from nondurable material, such as paper, plastic, cloth, canvas, light fabric, cardboard, wallboard or other material, with or without frames. Temporary signs may be portable or fixed, but are not intended for permanent display. Temporary signs include, but are not limited to, real estate signs, garage sale signs, grand opening signs, construction signs, land for sale signs and open house signs. Specific restrictions, in addition to those restrictions that apply to all temporary signs, may apply to specially identified types of temporary signs. More comprehensive restrictions apply generally to all signs included in the broad category of temporary signs.

Time and Temperature Sign: An electronic changeable message sign displaying solely the time and temperature.

Tiny Home: A home between 200-400 square feet that is site-built or partially site built, that is set up and secured on a permanent foundation with any means of transporting the unit, including wheels, suspension, axel components, or trailer, being removed. Tiny Homes do not include recreational vehicles, mobile homes, shipping containers, train cars, or any other similar structure or equipment.

Trailer: A vehicular, portable device used for moving people/goods or services between points and usually towed by a motor vehicle (see mobile home).

Transition: As used in the sign code**,** a visual effect (frame effect) used on an electronic changeable message sign to change from one message to another.

Travel Trailer Parks: See camp grounds

Traveling: As used in the sign code, a frame effect where the frame is changed by the apparent horizontal movement of the letters or graphic elements of the message.

Trees: Any self-supporting, woody plant of a species, which normally grows to an overall minimum height of fifteen (15) feet in this region.

Truck Terminal, Freight, Air Courier Services: Any place or structure for the transfer of goods from one means of conveyance to another.

Twirl Time: The time it takes for static text, images, and graphics on an electronic changeable message sign to transition to a different text, images, or graphics.

Uniform Building Code: The current edition of the Uniform Building Code, published by the International Conference of Building Officials.

Unlicensed Vehicle: A vehicle not carrying the currently effective license or registered number plate or plates, including any registration issued to the owner of such vehicle displayed on the vehicle so registered as required by the motor vehicle laws of the State of Kansas.

Urban Agriculture/Community Garden: Any place or structure within the city, which exceeds ¼ acre, where crops intended for human consumption are raised.

Variance: A grant of relief to a property owner from certain provisions of the Zoning Ordinance when because of the particular physical surroundings, shape or topographical conditions of the property,

compliance would result in a particular hardship upon the owner as distinguished from a mere inconvenience or a desire to make money. The variance may be granted for area, yard bulk, or parking requirements but not for a use. Or, a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community. Or, a variation from a specific requirement of the Secretary of the Interior's design standards, as applied to a specific structure or property.

Vehicle Impound Lot: The use of any part of a parcel or tract of land for the storage of automobiles or other vehicles that is not operable or roadworthy according to the laws of Kansas. Generally, these lots receive vehicles because of accidents or abandonment. No salvage of parts is permitted as part of this operation.

Vehicle Storage Lot: The use of any part of a parcel or tract of land for the storage of automobiles or other vehicles including recreational vehicles, that are owned by person(s) other than the operator of the storage lot, for a fee. To qualify to be held in a storage lot, the vehicle need be licensed and roadworthy according to the laws of Kansas.

Veterinary Clinic: Any place or structure where animal health services are provided by a one or more people licensed to provide veterinary services by the State of Kansas.

Video: A high resolution, high frames per second motion picture display.

Violation: As used in Article X, Floodplain Management, the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until that documentation is provided.

Vision Clearance Triangle: A space, triangular in shape, on a corner lot in which nothing is permitted to be built, placed on or grown in a way that would impede visibility. Its purpose is to assure that vehicles and pedestrians have adequate and safe visibility.

Wall Sign: Any sign attached to, erected against, or painted on the face or wall of a building or structure, with the exposed face of the sign in a plane parallel to the plane of the wall. Mansard, awning or canopy, marquee and fascia signs are wall signs.

Warehouse, Mini: A building or portion thereof designed or used exclusively for storing excess personal property of an individual or family when not located on the lot of their residence. Said personal property includes items normally found in the home or in accessory structures to residences including passenger or recreation vehicles, house trailer, boat, excess furniture, and similar household items, which are not used for the conduct of a business. This shall not include the storage of any merchandise, stock, furnishings, or vehicles of a business of any kind.

Warehousing: Any place or structure where the temporary storage of commercial or industrial goods is conducted.

Water Storage: Potable commercial water storage structures or features of more than 10,000 gallons.

Water Surface Elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain riverine areas.

Wearing Apparel and Accessories Retail Sales: Any place or structure where the retail sale of apparel and or accessory goods is conducted.

Wholesale, Storage, Warehouse, and Distribution: Any place or structure where the non- retail temporary storage, sale, or rental of commercial or industrial goods is conducted.

Window Sign: Any sign that is placed on the inside of a window or upon the windowpanes and is visible from the exterior of the window.

Yard, Front: A yard extending the full width of the lot and situated between the street right-of-way and the required building setback line. The front yard of a residential corner lot is the yard adjacent to the shorter street frontage.

Yard, Rear: A yard extending the full width of the lot on which a building is located and situated between the rear lot line and a line parallel thereto and passing through the nearest point of the building.

Yard, Side: A yard extending from the required front yard, or front lot line where no front yard is required, to the required rear yard.

Yard: An open space at grade level on a tract with a building, unoccupied and unobstructed by any portion of a structure from the ground upward except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or depth of a rear yard, the minimum horizontal distance between the lot line and the nearest architectural projection should be used.

Zone or District: A section or area of the city as depicted by the Zoning District Map, for which uniform regulations governing the use, height, area, size and intensity of use of buildings, land, and open space are herein established.

Zoning District Map: A map or maps with all notations, dimensions, references, and symbols shown thereon depicting individual zoned districts as adopted and amended by the City Commission.

Zoning Ordinance: The text of this ordinance and the accompanying Zoning District Map.

Zoo: A collection of animals for display to the public.

A, ***Table Organization.*** Table A1-1 Table of Permitted Uses classifies land uses and activities into general "use categories" and specific "use types" based on common functional or physical characteristics, such as the type and amount of activity, the type of customers or residents, types of products, how goods or services are sold or delivered, and site conditions. Regardless of whether a use is allowed by right or permitted as a special use, there may be additional standards that are applicable to the use. Uses are allowed as follows:

1. *Permitted By-Right Uses*. "P" in a cell indicates that the use is permitted by right in the respective zoning district and overlay district. Permitted uses are subject to all other applicable regulations in this document, including the use-specific standards in this section.
2. *Special Uses.* "S" in a cell indicates that the use is allowed only if reviewed and approved as a special use in accordance with the procedures of Article II - Administration regarding Special Use Permits. Special uses are subject to all other applicable regulations of this document including the use-specific standards in this section and the requirements of Article IV – Supplementary District Regulations.
3. *Prohibited Uses:* A blank cell indicates that the use is prohibited in the respective zoning district.

B. ***Classification by Interpretation.*** This classification does not list every use or activity that may appropriately exist within the categories and specific uses may be listed in one category when they may reasonably have been listed in one or more other categories. The categories are intended merely as an indexing tool for the specific use type and are not regulatory. When application is made for a use type that is not specifically listed in Table A1-1, Table of Permitted Uses but that appears similar to uses in that table, the Director shall make a determination as to the appropriate classification of any new or unlisted form of land use in the following manner:

1. The Director shall consider the nature of the use and whether it involves dwelling activity; sales; processing; type of product, storage and amount, and nature thereof; enclosed or open storage; anticipated employment; transportation requirements; the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated; and the general requirements for public utilities such as water and sanitary sewer.
2. Standards for new and unlisted uses may be interpreted as those applicable to a similar use.
3. The Director may choose to send a proposed use to the City Commission for interpretation where classification options are unclear or where the potential impact must be considered in the interpretation process.
4. When the Director determines that a new or unanticipated use is so similar in impact to a specific use type, or uses generally within the use category the Director may:
   a. Make the interpretation the use type is generally broad enough to include the use in question; or
   b. For ease of future application and interpretation add the use to the appropriate category in the table. Such administrative adjustment to the table shall not be considered an amendment to this ordinance provided the criterial above are clearly met, and provided notice and comment of the adjustment is placed on the agenda of both the Planning Commission and Governing Body for review and consent.
5. Appeal of the Director's decision shall be made to the City Commission.

Table A1-1, TABLE OF PERMITTED USES
P = Permitted, S = Special Use Permit Required

Use Category	Residential								Non-Residential							Overlay		
Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
RESIDENTIAL USES																		
Household Living																		
Dwelling, Single-Family Detached	P	P	P	P		P	S	P	P		S					P	S	
Dwelling, Two-Family	S	S	S	S	P	P		P	P							P	S	
Dwelling, Townhouse				S	P	P		P	P							P	P	
Dwelling, Multi-Family					P	P		P								P	P	
Dwelling in Mixed-Use Structure Note [1]								P	P	P	P	P				P	P	P
Dwelling, Live/Work								P	P	P	P	P				P	P	P
Dwelling, Manufactured	P	S	S	S			P											
Dwelling, Mobile Home							P											
Group Living																		
Assisted Living Facility	S	S	S	S	S	S		S			P	P				S	S	S
Convent/Monastery	P	P	P	P	P	P	P	P										
Dormitory	S	S	S	S	S	S		S										
Fraternity/Sorority Home	S	S	S	S	S													
Group Home: Disabled (K.S.A. 12-736)	P	P	P	P	P	P	P	P								S	S	S
Nursing Home/Hospice	S	S	S	S	P	S						P				S	S	S
Senior Housing	S	S	S	S	P	P		S			P	P				S	S	S
Shelter, Domestic Violence	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Shelter Home	S	S	S	S	P	P		P	S	S	P	P				S	P	S
Student Housing	S	S	S	S	P	P		P			P	P						
PUBLIC AND INSTITUTIONAL USES																		
Community Services																		
Adult Day Center	S	S	S	S					P	P	P	P				S	P	P
Cemetery	S	S	S	S														

Table A1-1, TABLE OF PERMITTED USES
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Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Mausoleum	S	S	S	S							P	P						
Civic, Social, and Fraternal Organizations	S	S	S	S				S		P	P	P				P	S	P
Community Centers											P	P				P		P
Government Offices and Facilities	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P
Historic and Monument Sites	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Jails and Prisons													S	S				
Library	S	S	S	S				S	P	P	P	P				P	P	P
Post Office Branches								P	P	P	P	P				P	P	P
Religious Assembly	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Safety Services	P	P	P	P				P	P	P	P	P				P	P	P
Day Care																		
Day Care Center/Preschool	S	S	S	S	S	S	S	S	P	P	P	P				P	P	P
Day Care, Home (6 or less children)	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Day Care, Home (7 or more children)	S	S	S	S	S	S	S	S	P	P	P	P				S	P	P
Educational Facilities																		
College or University	S	S	S	S						P	P	P				S	S	S
School, Elementary and Middle (Public and Private)	S	S	S	S	S	S	S	S	S	S	S	S				S	S	S
School, Senior High	S	S	S	S	S	S	S	S	S	S	S	S				S	S	S
School, Vocational-Technical and Trade									S	P	P	P						S
Health Care Facilities																		
Hospitals									S	S	P	P						S
Medical and dental clinics and offices								P	P	P	P	P				P	P	P
Parks and Open Space																		
Arboretum or botanical garden	S											P				P	P	P
Campground	S																	

Table A1-1, TABLE OF PERMITTED USES
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Use Category / Subcategory / Specific Use Type	Residential								Non-Residential							Overlay		
	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Community playfields, playgrounds, and parks	P	P	P	P				P	P	P	P	P				P	P	P
Golf course, public	S	S	S	S											S			S
Golf course, private	S	S	S	S											S			S
Zoo												P						
Transportation																		
Airport												S	S	S				S
Bus Garage and Equipment Maintenance												P	P	P				
Bus Terminal									S	S	P	P	P	P	P			
Heliport											S	S	S	S				
Railroad Terminal												P						
Taxi Dispatch									S	S	P	P						
Truck Terminal, Freight, Air Courier Services													P	P				
Utility																		
Private Wind Energy Systems	S	S	S	S	S	S	S	S	S	S		S	S	S		S	S	S
Private Solar Collection Systems	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P
Commercial Wind Energy Systems	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Commercial Solar Collection Systems	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Communication Tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Communication Tower – Alternative Structure	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Communication Facility on Existing Structure	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Storage	P	S	S	S	S	S	S	S	S	S	P	P				S	S	S
COMMERCIAL USES																		
Animal Sales and Service																		
Kennel												P	P	P				
Pet Shops									P		P	P				P	P	
Pet Grooming	S	S	S	S				S	P		P	P				S	S	S

Table A1-1, TABLE OF PERMITTED USES
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Use Category	Residential								Non-Residential							Overlay		
Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Veterinary Clinic with Boarding									S	S	P	P	P	P		S	S	P
Veterinary Clinic without Boarding									S	S	P	P	P			P	P	P
Assembly																		
Assembly Hall								S	S	P	P	P						
Auction Establishment									S	P	P	P	P					S
Membership Clubs									S	P	P	P				S	S	S
Event Venue									S	P	P	P					P	P
Financial Service																		
Financial Institution, with Drive-thru								P	P	P	P	P				S	S	P
Financial Institution, without Drive-thru								P	P	P	P	P				P	P	P
Food and Beverage Services																		
Food and Beverage General								S	P	S	P	P				P	P	P
Bars or Taverns								S	S	S	P	P				S	P	P
Restaurant, with Drive-in or Drive-thru								S	P	S	P	P					S	P
Restaurant, without Drive-in or Drive-thru								S	P	S	P	P				S	S	S
Office																		
Administrative and Professional Offices								P	P	P	P	P				P	P	P
Offices for Nonprofit, Community Health, and Welfare Service Organizations								P	P	P	P	P				P	P	P
Recreation and Entertainment, Outdoor																		
Arena and Field House											S	P					S	S
Country Club	S	S	S	S								P						
Marina	S										S	S	S					
Outdoor Commercial Recreation and Entertainment	S										S	P	S				S	P
Racing Facilities	S											S	S	S	S			

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Subcategory / Specific Use Type		R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
	Riding Academies/Stables	S												S	S	S			
	Sports/Entertainment Arena or Stadium									S	S	S	P	S					P
	Athletic Facilities	S	S	S	S				P	P	P	P	P	S					
	Non- Residential Swimming Pools Public or Private Membership	S	S	S	S							P	P				P		P
Recreation and Entertainment, Indoor																			
	Art Gallery or Museum								P	P	P	P	P				P	P	P
	Auditorium/Exhibition Hall/Convention Center											S	P					S	P
	Indoor Commercial Recreation/ Entertainment											P	P	P			P	P	P
Commercial Services																			
	Sexually Oriented Business													S					
	Building Services										P	P	P				S	S	P
	Business Support								P	P	P	P	P				P	P	P
	Contracting Services, no storage or yard											P	P	P	P				P
	Funeral, Mortuary, Crematory	S	S	S	S						S	P	P				S	S	S
	General Personal Services								P	P	P	P	P				P	P	P
	Gun Sales and Service								S	P	P	P	P						
	Indoor Shooting Ranges											S	S	P	P				
	Maintenance and Repair									P	S	P	P					S	S
	Tattoo Parlor/Body Art								P	P		P	P						
	Radio, Television, and Recording Services										S	P	P					P	P
	Studio, Music/Movie/TV								P	P	P	P	P						
Retail (Sales)																			
	Building Supplies and Equipment											P	P	P				S	P
	Consumer Goods								P	P	P	P	P				P	P	P
	Sundries, Pharmaceuticals, Convenience Store								P	P	P	P	P				P	P	P

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Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Food, Beverage, and Groceries								P	P	P	P	P				P	P	P
Vehicles and Equipment																		
Automobile Repair Shop											P	P	P					
Automobile, Boat, Truck, Motorcycle, RV Sales, Rental, and Service											P	P	S					
Car Wash/Truck Wash									S		S	P	P					
Gas Station									S		P	P	P			S	P	P
Heavy Vehicle/Equipment Sales, Rentals and Service												P	P	P				
Parking Lot or Garage (Commercial, Non-Accessory)	S	S	S	S				S	S	S	P	P	S	S		S	S	S
Visitor Accommodation																		
Bed and Breakfast Inns	S	S	S	S	S	S	S	P	P	P	P	P				S	S	S
Residential Home Stay	S	S	S	S	S	S	S	P	P	P	P	P				S	S	
Boarding and Rooming Houses	S	S	S	S	S	S	S	P	S	S	P	P				S	S	
Camp, Private, Overnight	S																	
Health Resort/Spa										P	P	P						
Hotel										P	P	P				P	P	P
Hotel – Limited Service										P	P	P				P	P	P
Residence Hotels								S	S	P	P	P				P	P	P
Retreat House	S	S	S	S														
INDUSTRIAL USES																		
Industrial Service																		

Table A1-1, TABLE OF PERMITTED USES
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Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Animal Research Facilities													S					
Builders Supply Yards and Lumberyards (except when indoors as part of a hardware store)												P	P					
Construction Industry Related Businesses (such as general contractors, electrical contractors, plumbing contractors) /Accessory and Incidental uses												P	P	P				
Educational and Scientific Research, Development, and Testing Services										P	P	P	P	P			P	P
Heavy Industrial														P	S			
Light Industrial													P	P	S			
Petroleum Pipeline and Pressure Control Stations	S	S	S	S	S	S	S	S	S	S	S	S	S	S				
Manufacturing and Production																		
Manufacturing, Fabrication, and Assembly: Custom												S	P	P				
Manufacturing, Fabrication, and Assembly: Light												P	P	P				
Manufacturing, Fabrication, and Assembly: Heavy												S	S	P				
Wholesale, Storage, Warehouse, and Distribution																		
Automobile Towing Service Storage Yard; Impound Lot											S	S	P	P				
Mini-Storage											S	P	P					
Moving and Storage Facilities												P	P					
Warehousing											S	P	P	P				

Table A1-1, TABLE OF PERMITTED USES
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Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Wholesale Trade or Storage, General												P	P	P				
Wholesale Trade or Storage, Light											P	P	P					
Waste and Salvage																		
Automobile Parts Recycling Business												S	P	P				
Junkyard, Salvage Yard												S	P	P				
Neighborhood Recycling Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S		P	P	P
Recycling Collection Station													P	P				
Solid Waste Facility													S	S				
AGRICULTURE																		
Agriculture/Aquaculture																		
Animal Husbandry (other than dairy)	P																	
Apiary	P	P	P	P	P	P	P	P										
Farming	P																	
Fish Farm/Hatchery	S																	
Ranching	S																	
Greenhouse/Nursery	S	S							S	S	P	P	S	S				P
Urban Agriculture/Community Garden	P	P	P	P	P	P	P	P								P	S	P

NOTE 1: In the CBD, Residential is not permitted within the front half or front 30' of space, whichever is greater, on the 1st floor (Sec 1.17 A,B)

EXHIBIT C

ORDINANCE NO. 7911

AN ORDINANCE AMENDING THE 2011 DEVELOPMENT REGULATIONS, ARTICLE II. ADMINISTRATION. SECTION 2.12 APPEALS JURISDICTION; ARTICLE XV. BOARD OF ZONING APPEALS; AND TABLE XVI-1 TABLE OF PERMITTED USES OF THE CITY OF LEAVENWORTH, KANSAS BY AMENDING AND PROVIDING ADDITIONAL AND SUBSTITUTE PROVISIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. That the following articles/sections of the 2011 Development Regulations of the City of Leavenworth, Kansas be and are hereby amended by reference and incorporated as fully as if set forth at length herein and the provisions therein shall be controlling within the area of jurisdiction of the City of Leavenworth, Kansas:

ARTICLE II. ADMINISTRATION. SECTION 2.12 APPEALS JURISDICTION; AND
ARTICLE XV. BOARD OF ZONING APPEALS; AND
TABLE XVI-1 TABLE OF PERMITTED USES

Section 2. All sections and portions thereof intended to be omitted clearly marked to show any such omission or showing sections, articles, chapters, parts or portions that are incorporated as the case may be, and to which shall be attached a copy of the incorporated ordinance filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.

Section 3. That all ordinances found to be in conflict with the amendment to the "2011 Development Regulations" be and the same are hereby repealed.

Section 4. That this ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

Passed by the Leavenworth City Commission on this 13th day of November, 2012.

Mayor Larry Dedeke

ATTEST:

CITY OF LEAVENWORTH CORPORATE SEAL

Karen J. Logan, MMC, City Clerk

Summary Published in The Leavenworth Times
Date of Publication: November 16, 2012

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC.,	)	
	)	
Plaintiff,	)	
v.	)	**Case No. 2:25-cv-2457**
	)	
CITY OF LEAVENWORTH, KANSAS, et al.,	)	
	)	
Defendants.	)	

PLAINTIFF CORECIVIC, INC.'S INDEX OF EXHIBITS

Exhibit	Description
A	Resolution No. B-2394, dated March 25, 2025
B	Leavenworth, KS Development Regulations Excerpts
C	Ordinance No. 7911, dated November 13, 2012

Dated: August 8, 2025

Respectuflly submitted,

HUSCH BLACKWELL LLP

/s/ Jacob N. Reinig
Jacob N. Reinig, MO Bar #72247
4801 Main Street, Suite 1000
Kansas City, MO 64112
Telephone: 816-983-8000
Facsimile: 816-983-80280
Jake.Reinig@huschblackwell.com

SCHLAM STONE & DOLAN LLP

Bradley D. Simon (pro hac vice forthcoming)
Thomas A. Kissane (pro hac vice forthcoming)
26 Broadway, 19th Fl.
New York, New York 10004
Telephone: (212) 344-5400
Fax: (212) 344-7677
bsimon@schlamstone.com
tkissane@schlamstone.com

Attorneys for Plaintiff CoreCivic, Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that on August 8, 2025, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon all counsel of record and/or such other means as is appropriate under the Federal Rules of Civil Procedure and this Court's local rules.

/s/ Jacob N. Reinig
Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC., Plaintiff, v. CITY OF LEAVENWORTH, KANSAS, MAYOR HOLLY PITTMAN, MAYOR PRO TEM NANCY BAUDER, COMMISSIONERS GRIFF MARTIN, JERMAINE WILSON AND EDD HINGULA, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE LEAVENWORTH CITY COMMISSION. Defendants.	)	Case No. 2:25-cv-2457-TC-GEB

PLAINTIFF CORECIVIC'S AMENDED MOTION FOR PRELIMINARY INJUNCTION AND DECLARATORY RELIEF

Plaintiff CoreCivic, Inc. ("CoreCivic") respectfully moves this Court, pursuant to Federal Rule of Civil Procedure 65(a), for an order preliminarily enjoining the enforcement of a Kansas District Court temporary injunction (the "State Temporary Injunction"), which gives immediate effect to a resolution of the Leavenworth City Planning Commission ("the Resolution") purporting to rescind CoreCivic's long-established and until-recently-undisputed right to operate a detention center at 100 Highway Terrace in Leavenworth, Kansas (the "Property"), and for a declaration that the Resolution violates the Supremacy Clause by preventing CoreCivic from operating a civil immigrant detention center at the Property, and at which U.S. Immigration and Customs Enforcement ("ICE") wishes for CoreCivic to operate a facility to meet the Federal Government's urgent needs with respect to immigration detainees, and thereby interferes with the Federal Government's immigration enforcement operations. The City's conduct and effort to enforce the Resolution constitute ongoing violations of the Supremacy Clause of the United States Constitution and other federal rights.

As set forth more fully in CoreCivic's Memorandum of Law in Support, filed contemporaneously herewith, the Resolution unlawfully interferes with the Federal Government's immigration enforcement operations and CoreCivic's right to contract with ICE, and CoreCivic meets the standard for preliminary relief. CoreCivic is substantially likely to succeed on the merits of its claims, it will suffer irreparable injury if the requested injunction is denied, CoreCivic's threatened injury outweighs the injury the opposing party will suffer under the injunction, and the requested injunction is not adverse to the public interest. *Beltronics USA, Inc. v. Midwest Inventory Distribution, LLC*, 562 F.3d 1067, 1070 (10th Cir. 2009).

WHEREFORE, CoreCivic respectfully requests the Court enter an order:

A. Staying the State Temporary Injunction to the extent it prevents CoreCivic from operating a civil immigrant detention center at CoreCivic's Property, pending a resolution of CoreCivic's claims in this action;

B. Declaring that the Resolution violates the Supremacy Clause of the U.S. Constitution to the extent it prevents CoreCivic from operating a civil immigrant detention center at CoreCivic's Property pursuant to an agreement with ICE;

C. Declaring that the Resolution violates the Supremacy Clause of the U.S. Constitution to the extent it prevents CoreCivic from negotiating or contracting with ICE to house civil immigration detainees at CoreCivic's Property;

D. Enjoining Defendants, pending resolution of CoreCivic's claims in this action, from taking any action to prevent CoreCivic from operating a civil immigrant detention center at CoreCivic's Property; and

E. For such other and further relief as the Court deems just and equitable.

Dated: September 26, 2025.

Respectfully submitted,

HUSCH BLACKWELL LLP

/s/ *Kyle Tanner*
Kyle Tanner, KS Bar #29866
Jacob N. Reinig, MO Bar #72247
4801 Main Street, Suite 1000
Kansas City, MO 64112
Telephone: 816-983-8000
Facsimile: 816-983-80280
Kyle.Tanner@huschblackwell.com
Jake.Reinig@huschblackwell.com

SCHLAM STONE & DOLAN LLP

/s/ *Bradley D. Simon*
Bradley D. Simon (pro hac vice forthcoming)
Thomas A. Kissane (pro hac vice forthcoming)
26 Broadway, 19th Fl.
New York, New York 10004
Telephone: (212) 344-5400
Fax: (212) 344-7677
bsimon@schlamstone.com
tkissane@schlamstone.com

Attorneys for Plaintiff CoreCivic, Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that on September 26, 2025, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ *Kyle Tanner*
Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC., Plaintiff, v. CITY OF LEAVENWORTH, KANSAS, MAYOR HOLLY PITTMAN, MAYOR PRO TEM NANCY BAUDER, COMMISSIONERS GRIFF MARTIN, JERMAINE WILSON AND EDD HINGULA, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE LEAVENWORTH CITY COMMISSION. Defendants.	)	Case No. 2:25-cv-2457-TC-GEB

PLAINTIFF CORECIVIC'S MEMORANDUM OF LAW
IN SUPPORT OF ITS AMENDED MOTION
FOR PRELIMINARY INJUNCTION AND DECLARATORY RELIEF

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NATURE OF THE MATTER BEFORE THE COURT AND REQUESTED RELIEF

Plaintiff CoreCivic, Inc. ("CoreCivic") submits this brief in support of its application for 1) a preliminary injunction against enforcement of a Kansas District Court temporary injunction (the "State Temporary Injunction"), which gives immediate effect to a resolution of the Leavenworth City Commission ("the Resolution") rescinding CoreCivic's long-established and until-recently-undisputed right to operate a detention center at 100 Highway Terrace in Leavenworth, Kansas (the "Property"), and 2) for a declaration that the Resolution violates the Supremacy Clause by preventing CoreCivic from operating a civil immigrant detention center at the Property, interfering with the Federal Government's immigration enforcement operations.[1]

STATEMENT OF RELEVANT FACTS

CoreCivic began operating a detention center at the Property under contract with the Federal Government in 1992. Declaration of Bart Verhulst ("Verhulst Dec."), ¶7. When that arrangement ended in late 2021, CoreCivic continued to maintain the Property for use as a detention center. *Id.*, ¶9. In March 2025, Core Civic entered into an agreement with ICE to operate the Midwest Facility as an immigrant detention center through September 6, 2025, and but for the Resolution and related litigation, ICE would have already entered into an agreement for CoreCivic to do so for at least two and up to five years. Verhulst Dec. ¶¶11-14; Simon Dec. ¶¶12-15 & Ex. 4; Doc. 1, ¶ 24-25, 34-37. Through its action in the District Court of Leavenworth County, and the State Temporary Injunction, the City seeks to give immediate effect to the Resolution without a full determination on the merits. *See* Simon Dec. ¶¶15-17; Doc. 1, ¶¶ 36-39.

[1] The United States filed a statement of interest (ECF No. 27) in support of CoreCivic's effort to protect its longstanding right to operate a detention center at the Property, including an immigrant detention center (in coordination with United States Immigrations Customs Enforcement ("ICE") referred to herein as the "Midwest Facility." *See* Declaration of Bradley D. Simon ("Simon Dec."), ¶3.

The Federal Government's exclusive authority over immigration includes immigrant detention. The Midwest Facility is essential to ICE's ability to discharge its duty to house immigrant detainees. Verhulst Dec. ¶¶9–14.; *see also* Declaration of Juan Acosta ("Acosta Dec."), ¶¶6-12. In contravention of the City of Leavenworth's Development Regulations ("Dev. Regs."), the Resolution purports to prevent CoreCivic from operating a jail or prison at the Property without a Special Use Permit ("SUP"), which it has not issued. Simon Dec. ¶¶8-15. CoreCivic faces irreparable injury from this denial of its right to use the Property to perform under contract to assist ICE in discharging ICE's constitutional and statutory duties with respect to immigrant detention. Simon Dec. ¶¶28-30; Verhulst Dec. ¶¶14-19.

ARGUMENT

Movant on a preliminary injunction must show "that four equitable factors weigh in its favor: (1) it is substantially likely to succeed on the merits; (2) it will suffer irreparable injury if the injunction is denied; (3) its threatened injury outweighs the injury the opposing party will suffer under the injunction; and (4) the injunction would not be adverse to the public interest." *Beltronics USA, Inc. v. Midwest Inventory Distribution, LLC*, 562 F.3d 1067, 1070 (10th Cir. 2009). CoreCivic shows below that the Resolution unlawfully interferes with the Federal Government's immigration enforcement operations and CoreCivic's right to contract with ICE, and CoreCivic meets the standard for preliminary relief.

I. CORECIVIC IS LIKELY TO SUCCED ON ITS CLAIMS FOR DECLARATORY AND INJUNCTIVE RELIEF UNDER 42 U.S.C. §1983 PREMISED ON VIOLATION OF THE SUPREMACY CLAUSE

The Federal Government's exclusive authority over immigration, arising principally under the INA, includes immigrant detention. 8 U.S.C. §§1101–1537; *see also*, *e.g.*, 8 U.S.C. § 1226(a); § 1231(a)(2). State and local governments may participate in immigration detention under the

INA's comprehensive scheme only at the written agreement of, and subject to the direction and supervision of, the U.S. Attorney General/Secretary.[2] 8 U.S.C. § 1357(g)(1, 3). The INA gives the Secretary options for obtaining the necessary detention space when existing U.S. Government facilities or other suitable facilities are unavailable. *Id.* § 1231(g)(1)–(2) (expressing preference for existing detention centers, including leased private detention facilities). Congress also has vested the Secretary with "authority to make contracts . . . as may be necessary and proper to carry out the Secretary's responsibilities," including delegating authority to manage the agency's contracting functions. 6 U.S.C. §112(b)(2); 48 C.F.R. §1.601(a), § 3017.204-90. "State law may run afoul of the Supremacy Clause in two distinct ways: The law may regulate the Government directly or discriminate against it . . . or it may conflict with an affirmative command of Congress." *North Dakota v. United States*, 495 U.S. 423, 434 (1990) (citations omitted). The first of these principles is commonly known as intergovernmental immunity, the second as preemption. Intergovernmental immunity "prohibit[s] state laws that *either* 'regulat[e] the United States directly *or* discriminat[e] against the Federal Government or those with whom it deals.'" *United States v. Washington*, 596 U.S. 832, 838 (2022) (emphasis in original, citation omitted). Conflict or obstacle preemption prevents state or local actions that substantially interfere with the purposes of Congress as manifested by the federal statutory or regulatory scheme. *Chamber of Com. of U.S. v. Edmondson*, 594 F.3d 742, 767 (10th Cir. 2010) (sustaining preliminary injunction against enforcement of two provisions[3] of Oklahoma law as likely preempted by federal immigration law:

[2] Since March 2003, functions that had "been exercised by the Attorney General" as referenced in the Immigration and Nationality Act "now reside in the Secretary of Homeland Security". *Clark v. Martinez*, 543 U.S. 371, 375 n.1 (2005) (citing Homeland Security Act of 2002.)

[3] *Edmondson* found a likelihood of express preemption as to one provision and a likelihood of conflict/obstacle preemption as to another. CoreCivic's application at bar relies only on conflict/obstacle preemption.

"plaintiffs will likely succeed in their argument that the provision interferes with Congress' chosen methods and is thus conflict preempted.")

"While land use can be regulated, the power of governmental regulation is not boundless. All governmental land-use regulation is subject to constitutional limitations." Patrick B. Hughes, *What Can They Do? Limitations on the Power of Local Zoning Authorities*, J. Kan. B. Ass'n, January 2007, at 29. Regulations and ordinances like the Resolution cannot survive when they violate the Supremacy Clause,[4] and are properly subject to preliminary restraint. *See, e.g.*, *Courthouse News Serv. v. New Mexico Admin. Off. of Cts.*, 53 F.4th 1245 (10th Cir. 2022) (confirming propriety of preliminary injunction allowing access to civil complaints in state courts).

A. CoreCivic Is Likely To Succeed On Its Claims That Enforcement Of The Resolution Violates The Supremacy Clause

Principles of both intergovernmental immunity and conflict/obstacle preemption bar enforcement of the Resolution to prevent CoreCivic from operating an immigrant detention center at the Property under agreement with ICE.

i. Intergovernmental Immunity

The doctrine of intergovernmental immunity precludes state regulation of the Federal

[4] *See, e.g.*, *United States v. King Cnty., Washington,* 122 F.4th 740, 756–57 (9th Cir. 2024) (affirming summary judgment enjoining enforcement, as barred by intergovernmental immunity, of County Executive order prohibiting local airports from accepting ICE flights); *Free the Nipple-Fort Collins v. City of Fort Collins, Colorado,* 916 F.3d 792, 804-05 (10th Cir. 2019) (enjoining city ordinance regarding male and female toplessness as likely in violation of U.S. Constitution's Equal Protection Clause); *Helfrich v. Blue Cross & Blue Shield Ass'n,* 804 F.3d 1090, 1099 (10th Cir. 2015) (state insurance regulation that undermined federal interest in uniformity of benefits for plan enrollees preempted by federal common and statutory law); *Sw. Bell Wireless Inc. v. Johnson Cnty. Bd. of Cnty. Comm'rs,* 199 F.3d 1185, 1188 (10th Cir. 1999) (county zoning regulation involving radio frequency interference preempted by federal law); *Couser v. Shelby Cnty. Iowa*, 681 F. Supp. 3d 920, 943-44 (S.D. Iowa 2023) (ordinances passed by County Board of Supervisors, at recommendation of County Planning and Zoning Commission, enjoined as preempted by federal law), *appeal dismissed*, No. 23-2818, 2024 WL 440768 (8th Cir. Jan. 16, 2024).

Government. *Hancock v. Train,* 426 U.S. 167, 178 (1976) (citation omitted) ("the effect of this corollary, which derives from the Supremacy Clause. . . is 'that the activities of the Federal Government are free from regulation by any state.'") Intergovernmental immunity applies when state or local laws either impermissibly regulate the Federal Government, or single it or its contractors out for less favorable treatment. *United States v. Washington*, *supra*, 596 U.S. at 833.

a. Intergovernmental immunity – direct regulation

In *CoreCivic, Inc. v. Governor of New Jersey,* No. 23-2598, 2025 WL 2046488 (3d Cir. July 22, 2025), the Third Circuit enjoined enforcement of a New Jersey law that forbade private facilities from contracting to house civil immigrant detainees. After the district court enjoined enforcement against CoreCivic on both intergovernmental immunity/direct regulation[5] and preemption grounds in *CoreCivic, Inc. v. Murphy,* 690 F. Supp. 3d 467 (D.N.J. 2023), the Third Circuit affirmed on grounds of intergovernmental immunity, finding the law to impermissibly "restrict [the Federal Government's] ability to hire whom it chooses." 2025 WL 2046488, at *6.

In *Geo Grp., Inc. v. Newsom*, 50 F.4th 745, 758 (9th Cir. 2022), the Ninth Circuit cited intergovernmental immunity[6] when enjoining enforcement of a California State statute that forbade use of private immigration detention facilities in violation of the Supremacy Clause's

[5] The district court found direct regulation sufficient to resolve the question of intergovernmental immunity. 690 F. Supp. 3d at 485 ("Given its conclusion, the Court declines to reach Plaintiff's and the United States's alternative argument that AB 5207 violates intergovernmental immunity by discriminating against the federal government and those with whom it deals.")

[6] *Geo. Grp.* found the California statute before it failed upon either an intergovernmental immunity or a preemption analysis. 50 F.4th at 761 (footnote omitted) ("Even assuming it is a neutral regulation of private conduct, *see* Cal. Penal Code § 9501, AB 32 prohibits ICE from exercising its discretion to arrange for immigration detention in the privately run facilities it has deemed appropriate. Therefore, we reject California's argument that AB 32 does not implicate intergovernmental immunity. [¶]We likewise disagree with California's contention that AB 32 is not preempted.")

protection "against state laws that would 'in any manner control ... the operations of the constitutional laws enacted by congress to carry into execution the powers vested in the general government.'"

Both *Geo Grp.* and *CoreCivic v. Governor of New Jersey* drew on and analyzed extensive Supreme Court authority confirming that state or local action that substantially interferes with federal operations constitutes direct regulation forbidden by the doctrine of intergovernmental immunity. These authorities confirm that, because it prevents the Federal Government from housing civil immigration detainees at the Property under agreement with CoreCivic, the Resolution impermissibly regulates the Federal Government's immigration operations. *See, e.g., Hancock*, *supra*, 426 U.S. at 180 (applying intergovernmental immunity to bar application to federal contractor of state permit requirement where "[w]ithout a permit, an air contaminant source is forbidden to operate even if it is in compliance with every other state measure respecting air pollution control and abatement"); *Leslie Miller, Inc. v. Arkansas,* 352 U.S. 187, 258–59 (1956) ("Subjecting a federal contractor to the Arkansas contractor license requirements would give the State's licensing board a virtual power of review over the federal determination of 'responsibility' and would thus frustrate the expressed federal policy of selecting the lowest responsible bidder").[7]

[7] *See also Pub. Utils. Comm'n of California v. United States*, 355 U.S. 534, 544 (1958) (state law that operated facially against contractors "places a prohibition on the Federal Government "and "the conflict between the federal policy of negotiated rates and the state policy of regulation of negotiated rates seems to us to be clear"); *Immigrant Legal Res. Ctr. v. City of McFarland*, 827 F. App'x 749 (9th Cir. 2020) (vacating preliminary injunction that compelled city to revoke approval of proposed modifications to conditional use permits that would allow federal government contractor to house federal immigration detainees at its private correctional facilities); *United States v. State of Utah*, No. 2:13-CV-00332-DN, 2013 WL 12110098, at *1 (D. Utah July 19, 2013) (provisions that limited discretion of the U.S. Secretaries of the Interior and Agriculture to enforce state law as authorized by federal regulations enjoined as violative of intergovernmental immunity).

b. Intergovernmental immunity – discrimination

The Resolution is addressed only to CoreCivic's ability to operate a detention center at the Property. *See* Simon Dec. ¶ 10 & Ex. 4. No other entity or property is named or considered. Moreover, the City's state court filings make plain that Defendants issued the Resolution based in substantial part on an eight-year-old report that criticized CoreCivic's performance in its role as federal contractor at the Property, without considering the performance of any other state, local, federal or private detention facility. Simon Dec. ¶¶16-21 & Exhs. 3-6. Raising criticism without considering the performance of comparables is a form of disparate treatment that evidences discrimination.[8] Because Defendants turned their critical focus to CoreCivic's operations at the Property without any consideration of other detention facilities, the Resolution singles CoreCivic out "for less favorable treatment" in violation of intergovernmental immunity's discrimination prong. *United States v. Washington, supra*, 596 U.S. at 839.

ii. Conflict/Obstacle Preemption

As the Supreme Court wrote in *Arizona v. United States*, 567 U.S. 387, 399 (2012), "state laws are preempted when they . . . stand 'as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress.'"' *Hines v. Davidowitz*, 312 U.S. 52, 67 (1941). Such

[8] *See, e.g., Bullington v. United Air Lines, Inc.*, 186 F.3d 1301, 1319 (10th Cir. 1999) ("a comparative analysis of job applicants' qualifications may be relevant in proving pretext where, as here, the employer claims lack of qualification as reason for an employment decision."), *overruling in part on other grounds recognized by Rodriguez v. Brown*, No. 21-1124, 2022 WL 3453401, at *2 (10th Cir. Aug. 18, 2022); *Drake v. City of Fort Collins*, 927 F.2d 1156, 1160 (10th Cir. 1991) ("the City continued to screen its applicants to fill remaining available positions on the police force, including applicants Boal and Svoboda, who, like plaintiff, lacked the required two years of college. We conclude that plaintiff has made out a prima facie case of racial discrimination under the disparate treatment theory."); *see also Wagher v. Guy's Foods, Inc.,* 256 Kan. 300, 316–17, 885 P.2d 1197, 1208–09 (1994) (jury permissibly relied upon employer's departure from anti-nepotism policy in other instances to reject policy as non-discriminatory justification for challenged action).

"conflict" or "obstacle" preemption, like all forms of preemption, "is ultimately a question of congressional intent." *US Airways, Inc. v. O'Donnell*, 627 F.3d 1318, 1324 (10th Cir. 2010). "'The relative importance to the State of its own law is not material when there is a conflict with a valid federal law, for the Framers of our Constitution provided that the federal law must prevail.'" *Sw. Bell Wireless Inc. v. Johnson Cnty. Bd. of Cnty. Comm'rs*, *supra,* 199 F.3d at 1194 (affirming summary judgment granting injunction against enforcement of county zoning regulation involving radio frequency interference found to be preempted by the federal Communication Act), *quoting Fidelity Fed. Sav. & Loan Ass'n v. de la Cuesta,* 458 U.S. 141, 153 (1982).

The INA and its regulations authorize ICE to contract for private detention of civil immigrants. *See* 8 U.S.C. § 1231(g)(2); 6 U.S.C. § 112(b)(2); *supra* § 1. In forbidding CoreCivic from providing immigrant detention service to ICE at the Property, the Resolution "create[es] a 'conflict [with] the action which Congress and the Department [of Homeland Security] have taken to insure the' appropriateness of facilities to house detainees," and is thus subject to conflict/obstacle preemption.[9] *Geo. Grp., supra*, 50 F.4th at 762,[10] quoting, *Leslie Miller*, *supra*, 352 U.S. at 190; *see also Crosby v. Nat'l Foreign Trade Council*, 530 U.S. 363, 376–79 (2000) (state statute imposing sanctions on the nation of Burma (now Myanmar) that differed from the federal sanctions regime to be subject to conflict preemption); *Fish v. Kobach,* 840 F.3d 710, 756 (10th Cir. 2016) (Kansas law requiring documentary proof of citizenship preempted by the

[9] No "presumption against preemption" is applicable here because of the Federal Government "significant" (indeed, exclusive) presence in the field of immigrant detention *United States v. Locke*, 529 U.S. 89, 108 (2000). *See also Geo Grp.*, 50 F.4th 761-62 ("The Supreme Court has indicated that the presumption does not apply when a state law would interfere with inherently federal relationships"; there, specifically, immigration).

[10] *Geo. Grp.* also found the California statute before it that prohibited contracts for private detention of immigrants to be conflict/obstacle preempted: "[s]uch interference with the discretion that federal law delegates to federal officials goes to the heart of obstacle preemption."

National Voter Registration Act, 52 U.S.C. § 20504); *In re Universal Serv. Fund Tel. Billing Prac. Litig.,* 619 F.3d 1188, 1196 (10th Cir. 2010) (state law regarding assertedly unconscionable arbitration clauses preempted by the Federal Communications Act's principle favoring uniformity in the rates, terms, and conditions offered to the purchasers of telecommunications services); *Grafton & Upton R. Co. v. Town of Milford,* 337 F. Supp. 2d 233, 240–41 (D. Mass. 2004) (granting preliminary injunction where movant showed municipal zoning regulations were likely preempted by the Interstate Commerce Act).

In *Blue Circle Cement, Inc. v. Bd. of Cnty. Comm'rs of Cnty. of Rogers*, 27 F.3d 1499 (10th Cir. 1994), the Tenth Circuit considered an ordinance that prevented plaintiff from burning hazardous waste fuels ("HWFs"). The district court granted summary judgment to the defendant board of county commissioners, rejecting plaintiff's claim that the ordinance was preempted by the federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. In reversing, the Tenth Circuit made several observations that are pertinent here:

> . . . the Board merely rests on a hypothetical, standardless possibility that, notwithstanding the Ordinance's specific site requirements, the Board might relent and allow such activity in the future, either by rezoning flood plain land or by granting a variance. This is not a sufficient response. *See, e.g., Ogden* [*Env't Servs. v. City of San Diego*], 687 F.Supp.[1436] at 1446–48 [(S.D. Cal. 1988)] (a standardless permit scheme amounted to a de facto ban). Further, there is nothing in the record identifying what specific safety or health hazards the Board believes would be presented if Blue Circle were to burn HWFs at its cement facility. Nor is there any evidence in the record suggesting that the limits imposed by the Ordinance—such as a one-mile buffer zone, the one-hundred-sixty acre minimum plot size, and the requirement that the site be as nearly square as possible—bear any reasonable relation to a legitimate local concern.

27 F.3d at 1499 (footnotes omitted.)[11]

[11] The Circuit also stated that the local official's motives were not relevant to its preemption analysis:

> We can no longer adhere to the aberrational doctrine ... that state law may frustrate the operation of federal law as long as the state legislature in passing its law had some purpose

Enforcement of the Resolution is therefore subject to conflict/obstacle preemption by the INA. *See, e.g.*, *Skull Valley*, *supra*, 376 F.3d. at 1246:

> We agree with the district court that the County Planning Provisions are preempted. In requiring county land use plans to "address the effects of the proposed [SNF storage] site upon the health and general welfare of the citizens of the state," including "specific measures to mitigate the effects of high-level nuclear waste ... [to] guarantee the health and safety of citizens of the state," Utah Code Ann. § 17–27–301(3)(a), these provisions address matters of radiological safety that are addressed by federal law and that are the exclusive province of the federal government.

The *Skull Valley* court went on to cite with approval *Brown v. Kerr–McGee Chem. Corp.*, 767 F.2d 1234, 1243 n.7 (7th Cir. 1985) as "holding that a state court injunction barring storage at a particular area 'frustrate[d] the objectives of federal law by preventing the NRC from choosing what may be the most appropriate method of storing this radioactive material' and was therefore preempted." 376 F.3d. at 1250.

The Resolution prohibits conduct the INA expressly authorizes the Federal Government to carry out, and therefore plainly conflicts with the federal immigration scheme. Even if one assumes that CoreCivic requires a SUP to operate an immigrant detention center at the Property—which it does not (*see* Simon Dec. ¶¶8-11 & Exs. 1, 4)—Defendants have identified no standards that

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> in mind other than one of frustration. Apart from the fact that it is at odds with the approach taken in nearly all our Supremacy Clause cases, such a doctrine would enable state legislatures to nullify nearly all unwanted federal legislation by simply publishing a legislative committee report articulating some state interest or policy—other than frustration of the federal objective—that would be tangentially furthered by the proposed state law.

27 F.3d at 1509, quoting *Perez v. Campbell*, 402 U.S. 637, 651–52, (1971).

In *Skull Valley Band Of Goshute Indians v. Nielson*, 376 F.3d. 1223, 1252 (10th Cir. 2004), the Circuit distinguished *Blue Circle Cement* to consider motive as well as effect in finding preemption. To the extent this Court believes it should do the same, there is ample evidence that the Revocation was motivated in substantial part by Defendants' hostility to CoreCivic's role as a federal detention contractor and to immigrant detention. Simon Dec. ¶¶10, 19-21.

CoreCivic could undertake to satisfy in order to obtain one, and therefore necessarily have not identified how such standards bear any reasonable relation to a legitimate public concern.

B. Neither Principles Of Abstention Nor The Anti-Injunction Act Bar The Relief CoreCivic Seeks

The requested relief is not barred by principles of exceptional federal abstention or the federal anti-injunction act.[12]

i. Abstention Is Inapplicable

In *Quackenbush v. Allstate Ins. Co.,* 517 U.S. 706, 716, 717 (1996), the Supreme Court identified "regard for federal-state relations" as among the major concerns behind federal abstention, concluding: "Ultimately, what is at stake is a federal court's decision, based on a careful consideration of the federal interests in retaining jurisdiction over the dispute and the competing concern for the 'independence of state action.'"[13] There is of course no question that this Court has subject-matter jurisdiction over CoreCivic's claims arising under 42 U.S.C. §1983. The question is whether the State Court Action represents "exceptional circumstances" such that this

[12] The doctrine of mandatory abstention set forth in *Younger v. Harris,* 401 U.S. 37 (1971) is not applicable here because the State Court Action does not fit within the three "exceptional circumstances" to which the Supreme Court limited *Younger* in *Sprint Commc'ns, Inc. v. Jacobs,* 571 U.S. 69 (2013).

[13] *See also Tri Cnty. Tel. Ass'n, Inc. v. Campbell*, No. 20-8053, 2021 WL 4447909, at *10 (10th Cir. June 16, 2021) ("parties may simultaneously litigate the same claims in both state and federal court", noting *Wyles v. Sussman*, 661 F. App'x 548, 552 (10th Cir. 2016) (unpublished) as "citing *Colorado River* for the proposition that 'a federal court with jurisdiction isn't barred from hearing a suit concerning the same matter as a suit pending in state court' and vacating and remanding because the district court 'erroneously concluded that [plaintiff's] pending state-court action precluded his parallel federal-court action'"); *Predator Int'l, Inc. v. Gamo Outdoor USA, Inc.*, 793 F.3d 1177, 1189–90 (10th Cir. 2015) (reversing sanctions imposed on plaintiff for filing patent claim in federal court: "we cannot say that any abstention doctrine made Cogswell's action unreasonable. Some certainly would not justify abstention here. And to the extent that others could justify abstention, they are discretionary, and their application by the district court was not so predictable in this case that to pursue the motion to supplement and amend was legally unwarranted.")

Court should decline the "strict duty to exercise the jurisdiction that is conferred upon [it] by Congress." *Quackenbush*, 517 U.S. at 716. The circumstances of this case do not support such an exercise of discretion, for the presiding judge in the State Court Action (the Hon. John Bryant) has declined to address the merits and elected to defer to this Court respecting the issues raised in this action. Simon Dec. ¶¶24–26 & Ex. 8 (noting, at p. 3, that "if Defendant is successful in the newly filed federal case, it would appear to make any decisions in this matter moot")

Southwest Air Ambulance, Inc. v. City of Las Cruces, 268 F.3d 1162 (10th Cir. 2001) demonstrates that abstention under these circumstances would not only fail to advance, but would actually violate, the principles of comity that underly abstention. There, an ambulance service brought §1983 claims challenging the legality and enforcement of a municipal ordinance setting fees at the Las Cruces International Airport. The city filed criminal charges in municipal court against the president of the ambulance service for violation of the ordinance, and the municipal court "stayed its own proceedings in favor of federal resolution of the issues." 268 F.3d at 1178. The Circuit reversed the district court's decision to abstain:

> *Younger* abstention is, in essence, a doctrine founded on comity and in our view, abstaining from exercising federal jurisdiction and sending the case back to the municipal court (after that court had decided *sua sponte* to stay the proceeding), would function as something close to a writ of mandamus which would not be in harmony with the comity *Younger* was designed to foster.

Id.; *see also Courthouse News Serv.*, *supra*, 53 F.4th at 1256 (affirming district court's finding against abstention in action seeking access to newly filed, non-confidential civil complaints in state district courts on First Amendment grounds.)

ii. The Anti-Injunction Act Does Not Bar The Relief Sought By CoreCivic

The Anti-Injunction Act, 28 U.S.C. § 2283, provides: "A court of the United States may not grant an injunction to stay proceedings in a State court except as expressly authorized by Act

of Congress, or where necessary in aid of its jurisdiction, or to protect or effectuate its judgments."

"[A]ctions brought under 42 U.S.C.A. §1983 are 'expressly authorized' by statute and excepted from the ban on injunctions."[14] On this application, CoreCivic is not asking the Court to stay the State Court Action except to the limited extent necessary to preserve this Court's jurisdiction to resolve the federal claims. Unless the State Temporary Injunction is stayed pending the outcome of those claims, the Property will likely be shut down permanently before CoreCivic's federal claims can be addressed. *See* Verhulst Dec. ¶16. If the Court nonetheless concludes that the Anti-Injunction Act bars the requested preliminary injunction, it should still grant the declaratory relief that CoreCivic seeks. *Cheyenne and Arapaho Tribes v. First Bank & Trust Co.*, 560 Fed. App'x 699 (10th Cir. 2014) is illustrative. There, Native American tribes brought a federal action seeking injunctive and declaratory relief from state court proceedings that allegedly violated their federal rights. In rejecting the tribe's argument that at least their declaratory claims were permissible under the Anti-Injunction Act, the Circuit found that the Anti-Injunction Act applied as a bar only because the state court judge "did not manifest a willingness to await a federal declaration regarding the state court's jurisdiction." *Id.* at 707. Here, Judge Bryant has manifested a willingness to await a federal declaration regarding the issues raised by CoreCivic's claims at bar—and, indeed, has determined to defer the proceedings before him pending determinations by this Court that could render the State Court Action moot (Simon Dec. ¶24 & Ex. 8). Grant of CoreCivic's application for declaratory relief confirming that the Resolution violates the Supremacy Clause, so that Judge Bryant may determine the effect of that declaration on the State

[14] § 73:125. Exceptions to statutory prohibition of restraint of state court proceedings, generally, 14A Cyc. of Federal Proc. § 73:125 (3d ed.) (Aug. 2025 update), *citing Mitchum v. Foster*, 407 U.S. 225, 92 S. Ct. 2151, 32 L. Ed. 2d 705 (1972); see also *CCMS Pub. Co. v. Dooley-Maloof, Inc.*, 645 F.2d 33, 38 (10th Cir. 1981) ("A federal court may enjoin state proceedings where necessary to protect or effectuate its judgments." citing *Mitchum*, 407 U.S. at 235–36.)

Temporary Injunction, would therefore be consonant with the Anti-Injunction Act.

II. CORECIVIC WILL SUFFER IRREPARABLE INJURY ABSENT THE REQUESTED RELIEF

But for the Resolution, CoreCivic would be operating the Midwest Facility under agreement with ICE, generating tens of millions in revenue annually. Verhulst Dec. ¶14. As a result, CoreCivic meets the irreparable injury requirement in three distinct and independently-sufficient ways:

- CoreCivic's injuries will result from Defendants' unconstitutional actions. "'When an alleged constitutional right is involved, most courts hold that no further showing of irreparable injury is necessary.'" *Kikumura v. Hurley,* 242 F.3d 950, 963 (10th Cir. 2001), quoting 11A Charles Alan Wright, Arthur R. Miller & Mary Kay Kane*, Federal Practice and Procedure* § 2948.1 (2d ed.1995)); *see also Free the Nipple-Fort Collins, supra*, 916 F.3d at 806.

- CoreCivic's damages from lost investment, uncertainty regarding ongoing investments, and disruption of its decades-long relationship with the Federal Government, including but not limited to with ICE for immigrant detention, Verhulst Dec. ¶¶7, 14–18, are of a kind that have been recognized as "irreparable" for these purposes. *See, e.g.*, *RoDa Drilling Co. v. Siegal,* 552 F.3d 1203, 1211 (10th Cir. 2009).

- The City has indicated that it has reserved approximately $5 million "to cover any reasonable damages CoreCivic could claim for a wrongful injunction," Simon Dec. ¶28 (quoting City's state court papers) & Ex 6, while CoreCivic's damages from inoperancy of the Midwest Facility—which has already lasted over six months—are approximately $4 million per month or almost $50 million per year, Verhulst Dec. ¶14, and there is no apparent way for the City to cover the difference. Simon Dec. ¶30. Compare with *Behalf of Blockchain Game Partners, Inc. v. Thurston*, 697 F. Supp. 3d 1265, 1272 (D. Utah 2023) (plaintiff's economic loss may "be irreparable if he can show that the defendant will not have the money to pay for the loss after trial," citing *Tri-State Generation and Transmission Ass'n, Inc. v. Shoshone River Power, Inc.*, 805 F.2d 351, 355 (10th Cir. 1986) *and Cattle Fin. Co. v. Boedery, Inc.*, 795 F. Supp. 362, 364 (D. Kan. 1992) (where "serious doubt has been cast on Boerdery's [sic] ability to pay a money judgment of the magnitude that would likely be ordered if the plaintiffs were to prevail on the merits . . . the court concludes that the evidence supports the plaintiffs' fears that Boerdery [sic] would be unable to pay a monetary judgment, and a finding of irreparable injury is therefore justified.").

For each of these reasons, CoreCivic has made the necessary showing of irreparable injury.

III. THE BALANCE OF HARMS AND CONSIDERATIONS OF THE PUBLIC INTEREST FAVOR CORECIVIC'S APPLICATION

The injury to CoreCivic absent the requested relief outweighs any harm Defendant may incur if this application is granted, and the public interest favors granting CoreCivic that relief. CoreCivic has operated the Property as a "jail or prison" within the meaning of the Dev. Regs. to house federal detainees for most of the past thirty years—including, since amendment of the Regulations in 2012, without the SUP Defendants now say that amendment requires. Simon Dec. ¶¶5, 8-9; Doc. 1, ¶¶ 20, 24-25. Moreover, the Midwest Facility is essential to ICE's operations in enforcing the federal immigration laws. Acosta Dec. ¶¶8–12. Defendants can identify no harm they would suffer that would equal the harm to CoreCivic, to ICE and to the public from denying CoreCivic the right to continue its historic use of the Property for federal detention and, in any event, the public interest is served by an injunction against a law that "is likely constitutionally infirm." *Chamber of Com. v. Edmondson*, *supra*, 594 F.3d at 771.[15]

CONCLUSION

Plaintiff CoreCivic respectfully requests that the Court issue 1) a preliminary injunction, pending resolution of CoreCivic's claims in this action, staying enforcement of the State Temporary Injunction so as to recognize CoreCivic's right to operate a civil immigrant detention center at the Property and/or to negotiate toward, enter into, and perform under a subsequent agreement with ICE for that purpose, and 2) a declaration that the Resolution violates the Supremacy Clause.

[15] CoreCivic requests that the Court direct the posting of a bond under Fed. R. Civ. P. 65(c) not to exceed $10,000. *Davis v. Mineta*, 302 F.3d 1104, 1126 (10th Cir. 2002) (noting that, where movant seeks to vindicate the public's interest, as CoreCivic seeks to here by enabling ICE's effective enforcement of federal immigration law, "a minimal bond amount should be considered," *abrogation on other grounds recognized by W. Watersheds Project v. Vilsack*, No. 23-8081, 2024 WL 4589758, at *6 (10th Cir. Oct. 28, 2024.)

Dated: September 26, 2025.

Respectfully submitted,

HUSCH BLACKWELL LLP

/s/ Kyle Tanner
Kyle Tanner, KS Bar #29866
Jacob N. Reinig, MO Bar #72247
4801 Main Street, Suite 1000
Kansas City, MO 64112
Telephone: 816-983-8000
Facsimile: 816-983-80280
Kyle.Tanner@huschblackwell.com
Jake.Reinig@huschblackwell.com

SCHLAM STONE & DOLAN LLP

/s/ *Bradley D. Simon*
Bradley D. Simon (pro hac vice forthcoming)
Thomas A. Kissane (pro hac vice forthcoming)
26 Broadway, 19th Fl.
New York, New York 10004
Telephone: (212) 344-5400
Fax: (212) 344-7677
bsimon@schlamstone.com
tkissane@schlamstone.com

Attorneys for Plaintiff CoreCivic, Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that on September 26, 2025, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ Kyle Tanner
Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC., Plaintiff, v. CITY OF LEAVENWORTH, KANSAS, MAYOR HOLLY PITTMAN, MAYOR PRO TEM NANCY BAUDER, COMMISSIONERS GRIFF MARTIN, JERMAINE WILSON AND EDD HINGULA, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE LEAVENWORTH CITY COMMISSION. Defendants.	)	Case No. 2:25-cv-2457-TC-GEB

PLAINTIFF CORECIVIC, INC.'S INDEX OF EXHIBITS
FOR MEMORANDUM OF LAW IN SUPPORT OF AMENDED MOTION
FOR PRELIMINARY INJUNCTION AND DECLARATORY RELIEF

Exhibit	Description
A	Bradley D. Simon Declaration
B	Bart Verhulst Declaration
C	Juan Verhulst Declaration

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC., Plaintiff, v. CITY OF LEAVENWORTH, KANSAS, MAYOR HOLLY PITTMAN, MAYOR PRO TEM NANCY BAUDER, COMMISSIONERS GRIFF MARTIN, JERMAINE WILSON AND EDD HINGULA, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE LEAVENWORTH CITY COMMISSION. Defendants.	)	Case No. 2:25-cv-2457

DECLARATION OF BRADLEY D. SIMON IN SUPPORT OF APPLICATION FOR PRELIMINARY INJUNCTION AND DECLARATORY RELIEF

BRADLEY D. SIMON declares as follows pursuant to 28 U.S.C. §1746:

1. I am a member of Schlam Stone & Dolan LLP, co-counsel to Plaintiff CoreCivic, Inc. ("CoreCivic").

2. I submit this declaration based on my review of the referenced legal filings and other documents in support of CoreCivic's application for declaratory relief and for a preliminary injunction staying enforcement of the State Temporary Injunction dated July 11, 2025 (discussed within), and to confirm CoreCivic's right to operate a civil immigrant detention center at 100 Highway Terrace in Leavenworth, Kansas (the "Property" or the "Midwest Facility"), under agreement with U.S. Immigration and Customs Enforcement ("ICE") and/or to negotiate toward, enter into, and perform under a subsequent agreement with ICE for that purpose.

3. On September 24, 2025, the United States Department of Justice filed a Statement of Interest in support of CoreCivic's effort to confirm its right to operate the Midwest Detention Center as an immigrant detention facility in coordination with ICE. ECF No. 27.

4. Additional facts in support of CoreCivic's application are set forth in the accompanying declarations of Bart Verhulst, CoreCivic's Vice President/Federal & Local Partnership Relations, and Juan Acosta, a Facility Support Contractor retained by CoreCivic who previously served with ICE for eighteen (18) years before

retiring as Assistant Director of Field Operations for ICE's Enforcement and Removal sector.

A. CoreCivic And Historic Use/Regulation Of The Property

5. As set forth in the accompanying Declaration of Bart Verhulst, CoreCivic has operated a "jail or prison" at the Property, within the meaning of the City of Leavenworth's Development Regulations (the "Dev. Regs.," relevant excerpts attached at Exhibit 1 hereto), under contract with the Federal Government since 1992. In 2012, the City of Leavenworth enacted Ordinance No. 7911, which amended the Dev. Regs. to prohibit the operation of a jail or prison without a Special Use Permit ("SUP") issued by the City. A true and correct copy of Ordinance No. 7911 is attached as Exhibit 2 hereto.

6. With the enactment of Ordinance No. 7911, a party whose property was subject to a SUP was required to submit an application and supporting documentation to the City Commission before using the property for a particular purpose. Exhibit 1, Sec. 2.04.B. The application would then be subject to a series of procedures: among others, a notice of the application would be made to the public (Sec. 2.04.B.3); a public hearing before the Planning Commission would be held (Sec. 2.04.B.2 & 4); the Planning Commission would issue recommendations on the application (Sec. 2.04.B.5); the public could submit protest petitions relating to the application (Sec. 2.04.B.6); and the City Commission would ultimately decide

whether to issue the SUP (Sec. 2.04.B.7), namely a "signed document from a designated community official authorizing development" (Art. 12) (defining "Permit").

7. The Dev. Regs. also set rules for the continuation and rescission of a SUP. Section 2.04.C of the Regulations explained that:

> A [SUP] may be granted by and continued annually by the City Commission, City of Leavenworth, Kansas. The continuation of a [SUP] exists within the property as long as such [SUP] is used in accordance with its original intended and approved purpose and the annual SUP fee is paid. Any discontinuance of more than 12 months, violation of permit conditions, or failure to pay a fee may enable the City Commission to administratively rescind a [SUP].

Section 2.04.C.

8. Section 1.05.E.2 of the Dev. Regs. provided:

> Any existing legal use at the effective date [November 13, 2012] of these Development Regulations which is designated as a special use by these Development Regulations shall be deemed as **[1] an existing special use and [2] a lawful conforming use**.

Section 1.05.E.2 (emphasis and brackets added).

9. Based on my review of the City's filings in *City of Leavenworth, Kansas v. CoreCivic, Inc., et al.*, Case No. LV-2025-CV-000180 (Bryant, John J.) (the "State Court Action."), I understand that neither at the time of Ordinance No. 7911's enactment, nor at any time prior to the events discussed below that give rise to this action, did the City require CoreCivic to apply for, pay for or obtain a SUP

with respect to the Property. *See, e.g.*, Amended Petition ¶¶ 40-41, (annexed hereto at Exhibit 3.)

10. Following CoreCivic's announcement that it had agreed with ICE to house detainees at the Midwest Facility on the Property, the City Commission adopted Resolution No. B-2394 (the "Resolution," annexed hereto at Exhibit 4) on March 25, 2025. The Resolution is addressed only to the Property; no other entity or property is named or considered.

11. The City Commission proclaimed in the Resolution that the use of the Property by CoreCivic "as a jail or prison was discontinued and abandoned on or about January 1, 2022, and has not been reestablished as of the date of this resolution, such that the use was discontinued or abandoned for a period exceeding twelve (12) months." Resolution, Exhibit 4, Sec. 2. According to the City Commission, this purported discontinuance or abandonment of use authorized it – "pursuant to Sec. 2.04.C of the Development Regulations" (addressing SUP discontinuances or violations) – to "administratively rescind[] any and all special use permits or special use designations for … the Property as a jail and/or prison" *Id.*, Sec. 4. The Resolution also stated that the Property could no longer operate as a jail or prison because its use was no longer "a **lawful nonconforming use**" under Section 1.05.D.8 of the Dev. Regs., *id*. at Sec. 2 and 3 (emphasis added), and, as such, the Property now needed a SUP to operate. *Id*. at Sec. 3. Sec. 1.05.E.2 of the Dev. Regs.

provides in relevant part: "Any existing legal use at the effective date of these Development Regulations which is designated as a special use by these Development Regulations shall be deemed as an existing special use and a **lawful conforming use**." Sec. 1.05.E.2 of the Dev. Regs., Exhibit 1 (emphasis added.)

B. The City Initiates Litigation in Federal and State Court

12. On March 31, 2025, the City filed a lawsuit in the United States District Court for the District of Kansas seeking declaratory and injunctive relief to prevent CoreCivic from operating a jail or prison at the Property without a SUP. *City of Leavenworth, Kansas v. CoreCivic, Inc.*, No. 25-cv-02169-TC-BGS. On May 22, 2025, the Honorable Toby Crouse, U.S.D.J., dismissed the City's complaint for lack of subject matter jurisdiction because the City had failed "to allege that the sum or value of the dispute exceeds $75,000 as required to establish diversity jurisdiction under Section 1332." *See* Memorandum and Order, Dkt No. 37, at 5.

13. On May 23, 2025, the City filed the State Court Action. On June 2, 2025, the City filed an amended petition (annexed hereto at Exhibit 3.) As described in the amended petition, the issue presented in the State Court Action is "whether CoreCivic may use its property for a jail or prison within the City without first obtaining from the City a special use permit, as required by the City's Development Regulations." *Id.*, ¶ 2. The City's amended petition asks the state court to determine that the City Commission correctly found that CoreCivic had "abandoned" the

Property in early 2022, and that the City Commission applied municipal law correctly when requiring, in accordance with the Dev. Regs., that CoreCivic obtain a SUP before operating the Property as a jail or prison.

14. The City thus sought a declaration and injunction under Kansas state law (Kan. Stat. Ann. §§ 60-1701 and 12-761) to prevent CoreCivic from housing detainees at the Property without first obtaining a SUP. *See* Amended Petition, Exhibit 3, at 20 (Count I), 21 (Count II).

15. On May 23, 2025, the City applied for the State Temporary Injunction, seeking to give immediate effect to the Resolution pending determination of the City's claims and CoreCivic's defenses.

16. The City's amended petition begins with a lengthy quotation from United States District Judge Julie A. Robinson, taken from pp. 46-47 of the September 8, 2021 resentencing transcript for Matthew Clark in *United States v. Matthew Clark*, Case No. 16-cr-20078-JAR, Doc. No. 87. *See* Amended Petition, Exhibit 3.

17. Matthew Clark had pleaded guilty to possession of methamphetamine with intent to distribute, among other things. See, e.g., *U.S. v. Clark,* Doc. No. 20. He has no known affiliation with CoreCivic apart from his detention at its facility on the Property.

18. CoreCivic, as a non-party to Clark's criminal case, had no opportunity

to be heard regarding Judge Robinson's oral criticism of the conditions at CoreCivic, which were not reduced to any sort of findings.

19. The City's amended petition engages in a detailed criticism of CoreCivic's historical operations at the Property, *id.*, ¶¶ 16-27, relying heavily on Judge Robinson's unrelated comments and on an April 2017 report from the United States DOJ's Office of Inspector General (the "2017 OIG Report"), ¶¶ 17-21.

20. The City's papers in support of the State Temporary Injunction also relied heavily on Judge Robinson's comments and the 2017 OIG Report regarding CoreCivic's historical performance at the Property. *See, e.g.*, City's Memorandum In Support of the State Temporary Injunction, Exhibit 5 hereto, at pp. 3-4; 13, 16 (detailing same); City's Reply Memorandum In Support of the State Temporary Injunction, Exhibit 6 hereto, at p. 12 ("a person's past conduct is the best guide to their future conduct".)

21. There is no indication that either Judge Robinson or the 2017 OIG Report engaged in any comparison of CoreCivic's operations at the Property with any other jail or prison – state, local, federal or private.

22. On July 11, 2025, the District Court of Leavenworth County issued the State Temporary Injunction (Exhibit 7 hereto), prohibiting CoreCivic from operating the Property as a jail or prison pending a full determination on the merits or as "otherwise expressly permitted … by this Court or another court of competent

jurisdiction." *Id.* at 6.

23. On July 7, 2025, CoreCivic moved before the Leavenworth County District Court to dismiss the amended petition. On July 17, 2025, state court defendant Misty Mackey, CoreCivic's warden, moved before the Leavenworth County District Court to dismiss the amended petition's claims against her. On July 18, 2025, CoreCivic filed a notice of appeal from the State Temporary Injunction, and on July 23, 2025, it moved the Leavenworth County District Court to stay enforcement of the State Temporary Injunction.

24. On August 6, 2025, the Leavenworth County District Court held oral argument on CoreCivic's motion to dismiss the amended petition. The court made several statements during oral argument, and in the related Order that it issued, dated August 12 and entered August 15, 2025 (the "August 12 Order," Exhibit 8 hereto), that bear on CoreCivic's application at bar. Specifically, the court:

- Observed "that the court believed that the issues ruled on by the court in its decision to grant the Temporary Injunction seem to be very closely tied to the issues raised in the subsequent Motions (listed above) as well as those raised in LV-2025-CV-229."[1] The court opined that

[1] This was a reference to *CoreCivic, Inc. v. City of Leavenworth, Kansas*, a case CoreCivic filed in Leavenworth District Court seeking a judicial determination of the reasonableness of City's actions as reflected in the March 25, 2025 Resolution. Although CoreCivic does not believe that it has received the final decision necessary for such a review, it filed this action out of an abundance of caution to preserve its right to seek such a review, pending the exhaustion of the municipal appeal process and its receipt of a final decision.

The court inquired at the August 6 argument about possible consolidation of that mater with the State Court Action and made no determination regarding consolidation in its August 12 Order. *Id.*, p. 4.

they were so closely related that it would seem that any decision made by the appellate courts could not only directly affect the Temporary Injunction, but also, any subsequent rulings which are based on the decisions made by the court regarding the issuance of said Order. Exhibit 8, pp. 2-3 (describing court's comments at August 6 argument).

- Noted that, between the August 6 argument date and the August 12 date of its order, the court had been advised by CoreCivic's counsel of the filing of the federal action at bar, and that "[t]he argument raised in that Complaint is the same as arguments made in the cases pending before this court regarding the Supremacy Clause of Article VI of the United States Constitution." *Id.,* p. 3.

- Concluded: "due to the pending appellate review *and ongoing federal case, the court has no choice but to stay certain decisions pending the outcomes of those matters.* The legal issues in those matters overlap the issues pending before this court to such a degree as to make them unable to be parsed. In fact, *if Defendant is successful in the newly filed federal case, it would appear to make any decisions in this matter moot*. *Id.,* p. 3 (emphases added).

- Declined to rule on CoreCivic's motion to stay the State Temporary Injunction, pending a decision on CoreCivic's appeal from same. *Id.,* p. 4.

25. The court also indicated that defendant Mackey's motion to dismiss the nuisance claim (Count IV) asserted against her might be amendable to resolution and invited counsel to submit proposed dates for, or to waive, oral argument. *Id.* By Order dated August 18, 2025 (annexed hereto at Exhibit 9), the court dismissed the amended petition's nuisance claim as against both Mackey and CoreCivic as "hypothetical and based on Plaintiff's speculation, not on facts that would support the claim." Exhibit 9, p. 4. It also declined to decide CoreCivic's motion to dismiss Counts I (Declaratory Judgment) and II (Injunctive Relief), finding the issues

surrounding them "so closely related to those pending on appeal, that the court will stay its decision on those two counts pending a decision made by the Kansas appellate courts." Exhibit 9, p. 1.

26. Apart from its maintenance of the State Temporary Injunction, the Leavenworth County District Court has effectively stayed the State Court Action pending developments in this Court and/or on CoreCivic's state court appeal.

27. On August 22, 2025, CoreCivic filed a Motion to Suspend/Stay the State Temporary Injunction with the Kansas Court of Appeals. On September 4, 2025, the Kansas Court of Appeals denied that motion without elaboration or explanation (Exhibit 10 hereto) and entered an order concerning briefing of CoreCivic's appeal from the State Temporary Injunction. Exhibit 11 hereto. On September 8, 2025, the Leavenworth County District Court entered an order dismissing Court III, Aiding and Abetting CoreCivic, asserted against Defendant Mackey in the amended petition (Exhibit 12 hereto).

C. Irreparable Injury to CoreCivic

28. At page 15 of its reply papers on the State Temporary Injunction (Exhibit 6) the City stated that it "has available cash reserves of over $5,000,000," which it said would be "sufficient to cover any reasonable damages CoreCivic could claim for a wrongful injunction."

29. As set forth in the accompanying Declaration of Bart Verhulst,

CoreCivic's losses from the obstruction of its operations at the Midwest Facility are approximately $4 million per month/$50 million per year, and it also faces losses due to disruption of its relationship with ICE at other existing or prospective locations.

30. According to its 2024 Annual Financial Report,[2] the City of Leavenworth had less than $10 million in tax receivables in the 2024 fiscal year (*id.,* p. 17) with revenues of $43,976,644 (*id.,* p. 10) and expenses of $43,438,731 (*id.*).

31. I declare under penalty of perjury that the foregoing is true and correct. Executed on September 26, 2025.

/s/ Bradley D. Simon
Bradley D. Simon

[2]https://www.leavenworthks.gov/sites/default/files/fileattachments/finance/page/18637/2024_leavenworth_audited_financials_and_single_audit.pdf (last viewed Sept. 2, 2025).

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC., Plaintiff, v. CITY OF LEAVENWORTH, KANSAS, MAYOR HOLLY PITTMAN, MAYOR PRO TEM NANCY BAUDER, COMMISSIONERS GRIFF MARTIN, JERMAINE WILSON AND EDD HINGULA, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE LEAVENWORTH CITY COMMISSION. Defendants.	)	Case No. 2:25-cv-2457-TC-GEB

PLAINTIFF CORECIVIC, INC.'S INDEX OF EXHIBITS TO THE SIMON DECLARATION

Exhibit	Description
1	City of Leavenworth's Development Regulations Excerpts
2	Ordinance No. 7911
3	State Court Amended Petition
4	Resolution No. B-2394
5	City's Memorandum in Support of the State Temporary Injunction
6	City's Reply Memorandum in Support of the State Temporary Injunction
7	State Temporary Injunction
8	August 12 Order
9	August 18 Order
10	KCOA Order Denying Motion to Suspend or Stay
11	KCOA Order on Expedited Briefing

Exhibit	Description
12	September 8 Order

EXHIBIT 1

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2.04 Special Use Permits
2.05 Site Plan
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ARTICLE 3. SUBDIVISION STANDARDS

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ARTICLE 4. ZONING DISTRICTS & STANDARDS

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ARTICLE 6. LANDSCAPE & SITE DESIGN

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8.09 Signs Permitted in the Mobile Home Park District
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ARTICLE 1. GENERAL PROVISIONS

1.01 Overview

A. ***Title.*** These regulations, shall be known, as the "Development Regulations of the City of Leavenworth, Kansas." These regulations are adopted pursuant to Kansas Statues 12-747 *et. seq.* and 12-757 *et. seq.*

B. ***Purpose***. These regulations serve the following purposes:

1. To promote the health, safety, comfort and economic development of the city;
2. To preserve and protect property values throughout the city;
3. To regulate the height, number of stories and size of buildings; the percentage of lot coverage; the size of yards, courts, and other open spaces; and density of population;
4. To divide the jurisdictional area into zones and districts;
5. To regulate the location and use of buildings and land within each district or zone.

C. ***Jurisdiction.*** These regulations apply to all land and structures within the incorporated area of the City of Leavenworth, Kansas. Fort Leavenworth, the U.S. Penitentiary, and the Veterans Administration Reservations are excluded from the jurisdiction of these regulations.

D. ***Exemptions.*** The following structures and uses shall be exempt from the provisions of these regulations:

1. *Utilities.* Poles, wires, cables, conduits, vaults, laterals, pipes, street lighting, mains, valves, or other similar equipment or improvements for the distribution to consumers of telephone or other communications, electricity, gas, or water, or the collection of sewage or surface water operated or maintained by a public utility.
2. *Railroads.* Railroad track, signals, bridges, and similar facilities and equipment located on a railroad right-of-way, and maintenance and repair work on such facilities and equipment.

E. ***Annexation.***

1. All territory annexed into the City of Leavenworth, voluntarily or involuntarily, shall be zoned after annexation in accordance with the zoning district most closely matching the Comprehensive Land Use Plan for that area, determined by Table 1-01 below.
2. The landowner may propose a different zoning classification through an application for rezoning, as provided elsewhere in this code. The rezoning must be completed at or before the time the annexation petition is presented to the City Commission for consideration.

Table 1-01: Zoning District & Direct Future Land Use Map Associations

Zoning District	Future Land Use Map Designation
R1-25 Low Density Single-Family Residential District	Low Density Residential
R1-9 Medium Density Single-Family Residential District	Low or Medium Density Residential
R1-7.5 Medium Single-Family Residential District	High Density Residential
R1-6 High Density Single-Family Residential District	High Density Residential
R4-16 Medium Density Multiple Family Residential District	High Density Residential
R-MF Multiple-Family Residential District	Multi Family
RMX-Residential Mixed Use	Urban Residential
MP Mobile/Manufactured Home Park District	Multi Family
NBD Neighborhood Business District	Commercial
OBD Office Business District	Commercial
CBD Central Business District	Commercial
GBD General Business District	Commercial
I-1 Light Industrial District	Industrial
I-2 Heavy Industrial District	Industrial
PUD Planned Unit Development District	Not Applicable
FP Flood Plain District	Not Applicable

F. ***Severability.*** It is intended that each and every provision of these regulations, to the extent they may reasonably be interpreted and applied independently from any other provision, shall stand alone as an independent and separate regulation of the city. If any section, subsection, clause, phrase, or portion of these regulations is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining or any other portions of these regulations.

1.02. Administration

A. ***Authorities.*** The following authorities are responsible for the administration of specified aspects of these regulations:

1. *Planning Commission.* It is the duty of the Planning Commission (PC) to publicly hear testimony concerning proposed changes in zoning districts, amendments to this ordinance, proposed annexations, proposed special use permits, and review disputed site plans and then to make appropriate recommendations to the City Commission. The Planning Commission shall operate according to a set of bylaws approved by the City Commission.

2. *Board of Zoning Appeals.* It is the duty of the Board of Zoning Appeals (BZA) to conduct public hearings and to take final action on appeals from interpretation and enforcement actions of administrative officials; to conduct public hearings and act on requests for variances from this ordinance; to conduct public hearings and act on requests for exceptions to the provisions of this ordinance in those instances where the Board is specifically authorized to grant such exceptions and only under the terms of this ordinance. Appeal of decisions by the Board is made to District Court. The Board of Zoning Appeals shall operate according to a set of bylaws approved by the City Commission.

3. *Development Review Committee.* It is the duty of the Development Review Committee (DRC) to plan, coordinate, review, and facilitate all new development and substantial redevelopment within the City; including all development applications and requests for variances and exceptions.

   a. Development issues will entail the adequate provision of power, potable water, sewage service, communications, road access and capacity, solid waste disposal, life safety aspects, comprehensive plan compatibility, requests for minor modifications, zoning appropriateness, storm drainage, visual aesthetics, and all other issues which may be necessary to provide for the health, safety, and welfare of the citizens of Leavenworth.

   b. The Development Review Committee (DRC) shall be comprised of the following persons or their designated representatives, or other similar city representatives designated by the City Manager:

      (1) Chief Building Inspector
      (2) City Clerk
      (3) City Manager
      (4) Assistant City Manager
      (5) City Planner
      (6) Economic Development Director
      (7) Fire Chief
      (8) Parks & Recreation Director
      (9) Planning & Community Development Director
      (10) Police Chief
      (11) Public Works Director

   c. *Meetings.* The Development Review Committee (DRC) shall meet weekly in the City Commission Chambers, as needed. The City Planner, or designee, shall prepare the weekly agenda, and shall provide the necessary staff to record meeting minutes and maintain a record of documents submitted for each agenda item.

   d. *Chair.* The City Planner shall be the administrative coordinator of the Development Review Committee (DRC) and shall preside as the Chair.

4. *City Commission.* Upon receipt of recommendations from the Planning Commission, the City Commission shall act as the final local authority on all requests for district boundary changes, amendments to the text of this ordinance, annexation requests, approval of disputed site plans and special use permits. The City Commission may grant extensions of time for submission or completion of projects, as it deems expedient. Appeals from decisions of the City Commission are made to District Court. The City Commission shall hear all appeals from staff decisions referred to it under these Development Regulations.

5. *Administrative Staff*. The Director is responsible for the enforcement of this Ordinance. Implementation and administration of the provisions of the Development Regulations shall be the responsibility of the administrative officials listed throughout these Development Regulations. Administrative staff duties will include, but are not limited to, the following:

a. Scheduling and conducting inspections of buildings, structures, and uses of land to determine compliance with the provisions of the Development Regulations.

b. Maintaining permanent and current records of the Development Regulations, including, but not limited to, all zoning district maps, amendments, special uses, variances, exceptions, appeals and applications therefore and records of hearings thereon.

c. Preparing and having available in book, pamphlet, or map form, on or before March 31 of each year:

(1) The compiled text of the zoning regulations and amendments thereto, including all amendments adopted through the preceding December 31, and

(2) A zoning district map or maps, showing the zoning districts, divisions, and classifications in effect on the preceding December 31.

d. Maintaining for distribution to the public paper and electronic copies of the zoning district map, the text of the Development Regulations and the bylaws, agendas and meeting minutes of the Planning Commission and the Board of Zoning Appeals.

e. Providing such clerical, technical, and consultative assistance as may be required by the City Commission, Planning Commission, Board of Zoning Appeals, Preservation Commission and other boards or commissions in the exercise of their duties relating to these Development Regulations.

f. Preparing and distributing hearing notices as required.

g. Providing information, clerical, technical, and consultative assistance to developers and property owners with regard to the application process and requirements of this ordinance generally.

6. *Leavenworth Preservation Commission.* The Leavenworth Preservation Commission authority and procedures are established in Article 9.

B. ***Schedule of Fees.*** The Schedule of Fees and Charges for any applicable fees shall be on file with the City Clerk according to all city ordinances.

1.03. Interpretation

A. ***Rules of Construction.*** In interpreting these regulations, the following rules shall apply:

1. Words used in the present tense shall include the future.

2. Words in the singular number include the plural number, and words in the plural number include the single number.

3. The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for" and "occupied for".

4. The word "shall" is mandatory.

5. The word "may" is permissive.

6. The word "person" includes individuals, firms, corporations, associations, governmental bodies and agencies and all other legal entities.

7. Any word or phrase which is defined in in these regulations shall have the meaning as so defined, unless such definition is expressly limited in its meaning or application.

B. ***Computations of Time.*** Unless specifically stated in individual sections, wherever these regulations state a time period, it shall be interpreted as follows:

1. The day of the act, event, or other means which commences the time period shall not be counted.

2. The last day of the time period shall be included in the time period, unless it is a Saturday, Sunday, or legal City holiday, in which case the next working day shall end the time period.

3. Whenever the time period is expressed to require a formal submittal to the City, the time period shall end at 5:00 P.M. on the last day of the time period.

4. Any time period expressed in years shall include a full calendar year from the act, event or other means which commences the time period.

C. ***Minimum Requirements.*** The provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health and welfare.

D ***Conflicts.*** Where the conditions imposed by any provision of these regulations are either more restrictive or less restrictive than any other law, ordinance, resolution, rule or regulations of any kind, the more restrictive shall control. In making a determination of which regulation is more restrictive, the Director shall determine which regulation establishes a higher standard for the promotion of the public health, safety, and general welfare shall control and more closely follows the policies of the Comprehensive Plan.

E. ***Private Agreements***. These regulations are not intended to abrogate, annul or otherwise interfere with any easement, covenant or any other private agreement of legal relationship; provided, however, that where the provisions of these regulations are more restrictive (or impose higher standards or requirements) than such easements, covenants or other private agreements or legal relationships, the provisions of these regulations shall govern.

F. ***Existing Uses.*** Any existing structure, use, or occupation of land previously approved as of the effective date of this ordinance shall be permitted to continue as a lawful use or occupation. The approved site plan and all terms, covenants and conditions applicable as of the effective date of this ordinance shall continue to apply and control the use or occupation of such land. However, any proposed change or modification in the use or occupation of such land, or in the approved site plan for such land, shall be made in accordance with the standards and procedures of this ordinance.

G. ***Interpretation of District Boundaries.*** Where uncertainty exists with respect to the boundaries of any district on the zoning district map, the following rules shall apply:

1. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines;

2. Boundaries indicated, as approximately following city limits shall be construed as following such city limits;

3. Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks of the railroad line;

4. Boundaries indicated as following shorelines shall be construed to follow such shore lines, and in the event of change in the shore line, the boundaries shall be construed as moving with the actual shore line; boundaries indicated as approximately following the center lines of streams shall be construed to follow such center lines;

5. Boundaries indicated as approximately following the center lines of streets, highways or alleys shall be construed to follow such center lines; where public ways have been vacated, boundaries shall be construed to follow either the original center line or new property line;

6. Boundaries indicated as parallel to or extensions of features shall also so be construed as to follow a parallel path;

7. Distances not specifically indicated on the Official Zoning District Map shall be determined by the scale of the map; and

8. No single parcel subdivided or rezoned after the adoption of these development regulations shall have 2 or more zoning districts.

1.04. Enforcement

A. ***Violations.*** If any building, structure, use, or other action or condition is found to be in violation of these regulations the city, in addition to other remedies, may institute any appropriate action or proceeding to:

1. Prevent the continuance of any unlawful action or condition;

2. Correct or abate any violation, and withhold public improvements until the violation is abated or corrected;

3. Prevent the issuance of permits, occupancy of the building, structure or land, and otherwise prevent any further illegal act, conduct business, or use of the premises;

4. Prevent the sale, transfer, lease or recording of any land or lot.

Such regulations shall be enforced by the Director or other administrative official so authorized in writing.

B. ***Penalties.*** Any person violating any of the provisions of this Code shall be guilty of a misdemeanor, each day, or portion thereof, constituting a separate offense. Each offense shall be punishable by a term of confinement in the City or county jail, which shall be fixed by the court, shall not exceed one year, and may, in addition to, or instead of the confinement, be sentenced to pay a fine not exceeding $500 in addition to any other fine or remedy provided by law.

1.05. Nonconformances

A. ***General***. Nonconformities are of three types: nonconforming lots of record, nonconforming structures, and nonconforming uses. A definition of each type is as follows:

1. *Nonconforming Lot of Record*. A lot which is part of a recorded subdivision or a parcel of land, the deed to which was recorded prior to the adoption of the original Subdivision Regulations in the city, July 19, 1966, and neither the lot nor parcel complies with the lot width or area requirements for any permitted uses in the district in which it is located.

2. *Nonconforming Structure.* An existing structure which does not comply with the lot coverage, height or yard requirements which are applicable to new structures in the zoning district in which it is located.

3. *Nonconforming Use*. An existing use which does not comply with the use regulations applicable to new uses in the zoning district in which it is located.

B. ***Nonconforming Lots of Record.*** The Building Inspector shall issue a building permit for any nonconforming lot of record provided that:

1. The lot is shown by a recorded plat or deed to have been owned separately and individually from adjoining tracts of land at a time when the creation of a lot of such size and width at such location would not have been prohibited by any zoning regulations, and

2. The lot has remained in separate and individual ownership from adjoining tracts of land continuously during the entire time that the creation of such lot has been prohibited by the applicable zoning regulations, and

3. The lot or group of continuous nonconforming lots can meet all setback requirements for the district in which it is located, and

4. The lot can connect with a public sewer system or can meet the minimum sanitary sewer requirements of the city.

C. ***Nonconforming Structures.***

1. *Authority to Continue.* Any structure which is devoted to a use which is permitted in the zoning district in which it is located, but which is located on a lot which does not comply with the applicable property development standards on the effective date of these Development Regulations, may be continued, so long as it remains otherwise lawful.

2. *Enlargement, Repair, Alterations*. Any nonconforming structure may be enlarged, maintained, repaired or remodeled, provided however, that no such enlargement, maintenance, repair, or remodeling shall either create any additional nonconformity or increase the degree of existing nonconformity of all or any part of such structure.

3. *Setbacks and Yards*. A structure which is in nonconformance with respect to a side or rear yard setback shall not use the existing setback in expanding or enlarging but may be enlarged if the new part of the structure complies with the setbacks of the district.

4. *Destruction.* If a nonconforming structure is damaged by more than fifty percent (50%) of its fair market value, such building shall not be restored if such building is

not in conformance with the regulations for the zoning district in which it is located, or an exception is granted by the Board of Zoning Appeals.

5. *Moving.* No nonconforming structure shall be moved in whole or in part for any distance, to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.

D. ***Nonconforming Uses.***

1. *Authority to Continue.* Any lawfully existing nonconforming use of part or all of a structure or any lawfully existing nonconforming use of land, not involving a structure or only involving a structure which is accessory to such use or land, may be continued, so long as otherwise lawful.

2. *Ordinary Repair and Maintenance.*

   a. Normal maintenance and incidental repair or replacement, installation or relocation of nonbearing walls, nonbearing partitions, fixtures, wiring or plumbing may be performed on any structure that is devoted in whole or in part to a nonconforming use.

   b. Nothing in these regulations shall be deemed to prevent the strengthening or restoring to a safe condition a structure in accordance with an order of a public official who is charged with protecting the public safety who declares such structure unsafe and orders its restoration to a safe condition.

3. *Extension.* Any nonconforming use shall not be physically extended, expanded, or enlarged. Such prohibited activities shall include, without being limited to:

   a. Extension of such use to any structure or land area other than that occupied by such nonconforming use on the effective date of these regulations (or on the effective date of subsequent amendments or that cause such use to become nonconforming).

   b. Extension of such use within a building or other structure to a portion of the floor area that was not occupied by such nonconforming use on the effective date of subsequent amendments hereto that cause such use to become nonconforming; provided, however, that such use may be extended throughout any part of such building or other structure that is lawfully and manifestly designed or arranged for such use on such effective date.

4. *Enlargement.* No structure that is devoted in whole or in part to a nonconforming use shall be enlarged or added to in any manner unless such structure and the use thereof shall thereafter conform to the regulations of the district in which it is located.

5. *Damage or Destruction.* If a structure devoted to a nonconforming use is damaged or destroyed by more than fifty percent (50%) of its fair market value, such building shall not be restored if the use of such building is not in conformance with the regulations of the zoning district in which it is located.

6. *Moving.* No structure that is devoted in whole or in part to a nonconforming use and no nonconforming use of land shall be moved in whole or in part for any distance, to any location on the same or other lot, unless the entire structure and the use thereof

or the use of land shall thereafter conform to all regulations of the zoning district in which it is located after being so moved.

7. *Change in Use.* Any nonconforming use of a structure, or structure and premises, may be changed to another nonconforming use, as an exception granted by Board of Zoning Appeals in accordance with Article 11. Board of Zoning Appeals, provided that the Board of Zoning Appeals, either by general rule or by findings of fact in the specific case, shall find that the proposed use is equally appropriate or more appropriate to the district than the existing nonconforming use. In permitting such change, the Board of Zoning Appeals may require appropriate conditions and safeguards

8. *Abandonment or Discontinuance.* When a nonconforming use is abandoned for a period of twenty-four (24) consecutive months any subsequent use or occupancy of such land after this period shall comply with the regulations of the zoning district in which such land is located.

9. Nonconforming Accessory Uses. No use which is accessory to a principal nonconforming use shall continue after such principal use shall cease or terminate.

E. ***Status of Special Use Permits.***

1. *Status of Existing Special Use Permits*. Where a Special Use Permit exists at the effective date of these Development Regulations and is permitted by these regulations as a Special Use Permit in the zoning district in which it is located, such use shall be deemed a lawful conforming use in such zoning district, as provided by prior approval. Where a Special Use Permit exists at the effective date of these Development Regulations and is not permitted as a Special Use Permit in the zoning district in which it is located, such use shall be deemed a continuing nonconforming use.

2. *Status of Existing Legal Uses Designated as Special Uses*. Any existing legal use at the effective date of these Development Regulations which is designated as a special use by these Development Regulations shall be deemed as an existing special use and a lawful conforming use.

F. ***Signs for Nonconforming Uses.*** The lawful use of any sign existing at the time of the passage of these Development Regulations, in conjunction with a nonconforming use, may be continued. Any sign installed subsequent to the passage of these Development Regulations for a nonconforming use must conform to the Article 8, Signs in compliance with the district in which the nonconforming use is located.

ARTICLE 2. APPLICATIONS & PROCEDURES

2.01 Text Amendments

A. ***Applicability:*** Text amendments to these regulations may be initiated by City Staff, the City Commission or the Planning Commission.

B. ***Amendment Procedure*:**

1. *Public Hearing.* The Planning Commission shall hold a public hearing on each proposed amendment. The Planning Commission shall select a reasonable hour and place for the public hearing, but it shall hold the hearing within 60 days from the date on which the proposed amendment is filed. An applicant for an amendment may waive the requirement that such hearing be held within 60 days.

2. *Notice.* Public notice of a hearing on a proposed amendment shall be published once in the official city newspaper at least 20 days prior to the date of the hearing. The notice shall fix the time and place for the hearing and contain a statement regarding the proposed changes and regulations or restrictions or in the boundary or classification of any zone or district.

3. *Conduct of Hearing.* The hearing shall be conducted and a record of the proceedings shall be preserved in such manner and according to such procedures as the Planning Commission may from time to time prescribe by rule. Any interested person or party may appear and be heard at the hearing in person, by agent or by attorney. The Planning Commission may request a report on any proposed amendment from any governmental official or agency, or any other person, firm or corporation. If such a report is made, a copy thereof shall be made available to the applicant and any other interested persons and shall be available for review in the offices of the Secretary, Leavenworth City Planning Commission at least three business days before the date set for the public hearing.

4. *Recommendations.* Upon the conclusion of the public hearing, the Planning Commission shall prepare and adopt its recommendations in the form of a proposed Development Regulation and shall submit it with a record of the hearing to the City Commission.

5. *Action by the City Commission.* When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefore, the City Commission may:

   a. Adopt: Adopt such recommendation by ordinance,

   b. Override: Override the Planning Commission's recommendation by a two-thirds majority vote of the membership of the City Commission, or

   c. Return: Return such recommendation to the Planning Commission with a statement specifying the basis for the City Commission's failure to approve or

disapprove. If the City Commission returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefore or submit new and amended recommendations. Upon the receipt of such recommendation, the City Commission by a simple majority thereof may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the City Commission following the Planning Commission's next regular meeting after receipt of the City Commission's report, the City Commission shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

6. *Publication.* If the City Commission approves an application, it shall adopt an ordinance to that effect, but the ordinance shall not become effective until its publication in the official newspaper.

2.02 Platting

A. ***Applicability:*** Plat applications are required to establish or alter the legal boundaries of property, and may be the owners or agents of any property affected.

B. ***Platting Procedures:*** Applications for platting shall be proposed on forms established by the Director of the Planning Department and filed with the City Clerk. Applications shall be processed according to the following specific procedures:

1. *Types of Plats.* Plat applications are classified and processed as one of the following types:
   a. Administrative Plats, which are routine applications for lot splits or lot combinations that do not alter development patterns or impact public services; or
   b. Minor Subdivisions, which are platting of five or fewer new lots, including any remainder parcel, that do not alter development patterns or impact public services; or
   c. Major Subdivisions, which larger subdivisions are with new ownership and development patterns that impact public services.

2. *Pre-application Conference.* Prior to the filing of any plat, the applicant shall (preferably with 2 copies of a rough sketch plan of the proposed subdivision) contact the City staff to determine:

   a. Classification of the plat.
   b. Procedure for filing plats.
   c. Availability of City sewers and water, and other major utilities, including a letter or similar proof of availability from any utility.
   d. Comprehensive Land Use Plan requirements for major streets, land use, parks, schools and public open spaces.
   e. Zoning requirements for the property in question and adjacent property.
   f. Special setback requirements for arterial, collector and local streets.

3. *Administrative Plat.* Administrative plats shall be processed according to the following criteria and procedures.

a. Criteria. An application may be classified as an administrative plat if the Director determines that all of the following are met. Any application not classified as an administrative plat shall be processed as a minor or major subdivision.

(1) No new street or alley right-of-way, or other public dedication is needed.
(2) No significant increase in service requirements (utilities, schools, traffic control, streets, etc.), or the ability to maintain existing service levels will result.
(3) For a lot split, involves a single split of one lot resulting in two separate lots, or for a lot combination involves the combining of two separate lots into one lot.
(4) All lots meet the legal standards of the subdivision regulations and applicable zoning districts.
(5) The lot patterns are consistent with the surrounding area. In determining consistency, the size and dimension of lots previously developed, the layout and design of existing subdivisions and rights of way, and the degree of deviation from previous development shall be considered.
(6) No other significant issues exist with potential development enabled by the plat that could impact planning policies, development regulations or adjacent property owners.

(7) All property involved must have been previously platted.

(8) No property involved may have been part of a previously approved Administrative Plat. Any subsequent revisions to property lines must be processed as a Minor or Major Subdivision.

b. Filing Requirement. An administrative plat shall include all applicable information required for final plats.

c. Review and Approval. Upon review by the Director, Development Review Committee, or any affected departments or agencies, and within 60 days of filing, the Director shall approve any administrative plats that meet all requirements of these regulations, or deny the application and recommend any further processing as a major subdivision.

d. Effect of Decision. Approval of an administrative plat requires the applicant to record the plat with the Leavenworth Register of Deeds. Denial or recommendation of major subdivision shall be processed according to major subdivision review requirements.

e. The Administrative Plat shall be recorded with the Register of Deeds within 18 months of approval by the Director. Plats which are not recorded within said time period shall be deemed null and void.

f. Disposition of Final Plats. After the plat has been recorded, the applicant shall provide two full-sized copies of the recorded plat to the Department of Planning and Community Development

4. *Minor Subdivision.* Minor subdivisions shall be processed according to the following criteria and procedures.

a. Criteria. An application may be classified as minor subdivision if the Director determines that all of the following are met. Any application not classified as a minor subdivision shall be processed as a major subdivision.

(1) No new street or alley right-of-way, or other public dedication is needed.
(2) No significant increase in service requirements (utilities, schools, traffic control, streets, etc.), or the ability to maintain existing service levels will result.

(3) The application results in five or fewer new lots, including any remainder parcel.
(4) All lots meet the legal standards of the subdivision regulations and applicable zoning districts.
(5) The lot patterns are consistent with the surrounding area. In determining consistency, the size and dimension of lots previously developed, the layout and design of existing subdivisions and rights of way, and the degree of deviation from previous development shall be considered.
(6) No other significant issues exist with potential development enabled by the plat that could impact planning policies, development regulations or adjacent property owners.

b. Filing Requirement. A minor subdivision shall include all applicable information required for final plats.

c. Review and Approval. Within 60 days after submission of a plat, the Planning Commission shall approve, disapprove, conditionally approve, or with approval of the applicant, table the plat. If the Planning Commission approves the plat, the plat shall have house numbers assigned and shall be recorded with the office of the Leavenworth County Register of Deeds.

d. The plat shall be recorded with the Register of Deeds within 18 months of approval by the Planning Commission. Plats which are not recorded within said time period shall be deemed null and void.

e. Disposition of Final Plats. After the plat has been recorded, the applicant shall provide two full-sized copies of the recorded plat to the Department of Planning and Community Development

5. *Major Subdivision*

a. Preliminary Plat. A preliminary plat shall be processed according to the following criteria and procedures.

(1) Development Review Committee. At least seven days prior to the Planning Commission review, the Development Review committee shall review the preliminary plat and submit their recommendation to the Planning Commission.

(2) Planning Commission Review. Within 60 days after the submission of a preliminary plat, the Planning Commission shall approve, disapprove or, with the approval of the applicant, table the plat. Action by the Planning Commission shall be conveyed to the applicant in writing within ten days after the official Planning Commission meeting at which the plat was considered. In case the plat is disapproved, the applicant shall be notified of the reason for such action and what requirements shall be necessary to meet the approval of the Planning Commission.

(3) Effect of Decision. The approval of the preliminary plat does not constitute an acceptance of the subdivision, but is deemed an authorization to proceed with the preparation of the final plat. If the Planning Commission rejects or withholds approval of a preliminary plat, the applicant may request that said plat be submitted to the City Commission and the Planning Commission shall forward the proposed plat, together with their report, stating the reason or reasons for the action taken. The City Commission may make such finding and determinations as are deemed proper.

(4) Effective Date. The approval of the preliminary plat shall be effective for one year.

b. Final Plat. After approval of the Preliminary Plat, the applicant may submit a Final Plat for all or portions of the preliminary plat area.

(1) Planning Commission. Within 60 days after submission of a final plat, the Planning Commission shall approve, disapprove, conditionally approve, or with approval of the applicant, table the final plat. If the Planning Commission approves or conditionally approves the final plat, it shall be forwarded to the City Commission with a recommendation that they accept dedication of easements and rights-of-way.

(2) Dedication of Land for Public Purposes. The City Commission shall approve or disapprove the dedication of land for public purposes within 30 days following the action of the Planning Commission. The City Commission may defer action for an additional 30 days to allow modifications to comply with requirements established by the City Commission. If the City Commission defers or disapproves such dedication, it shall advise the Planning Commission of the reasons therefore.

(3) Recording. If the City Commission accepts the proposed easements and rights-of-way, the final plat shall have house numbers assigned and shall

be recorded with the office of the Leavenworth County Register of Deeds.

(4) Effective Date. Final plats shall be recorded with the Register of Deeds within 18 months following approval by the Planning Commission, or City Commission approval of land dedicated to public purposes, if required. Final plats which are not recorded within said time period shall be deemed null and void

c. Disposition of Final Plats. After the plat has been recorded, the applicant shall provide two full-sized copies of the recorded plat to the Department of Planning and Community Development.

C. ***Improvement Procedures.***

1. *General.* After the approval, but prior to the recording of the final plat, the applicant may do the grading and any drainage work that is required, all according to plans approved by the Director of Public Works. Prior to the issuance of building permits, all street paving, sanitary sewer, storm drainage, and utility lines must be installed in accordance with the most recent version of the Engineering and Public Works Department's Infrastructure Design and Construction Manual and plans approved by the appropriate utility company.

2. *Plans and Specifications.* Upon the approval of the Final Plat, the applicant shall have a licensed professional engineer prepare engineering drawings for proposed required improvements which will be constructed by the developer containing information and details required by the Infrastructure Design and Construction Manual or Public Works Department standards. The Director of Public Works shall review all engineering drawings in order to determine whether such drawings are consistent with the approved Final Plat and comply with their design standards.

3. *Construction of Improvements*. No improvements shall be constructed nor shall any work preliminary thereto be done until such time as a Final Plat and the engineering drawings accompanying it have been approved and there has been compliance with all of the requirements relating to an agreement, bond or deposit specified in these regulations. The developer may install 6” x 5’ sidewalks in conjunction with the street paving and forgo the required sidewalk bond.

4. *Inspections.* All improvements constructed or erected shall be subject to inspection by the City or its designated representative responsible for setting and enforcing the applicable design and construction standards of the required improvement. The cost attributable to all inspections required by this regulation shall be charged to and paid by the applicant. Before any required inspections take place, the applicant may be required to post a deposit with the City Clerk to cover the cost of such inspections. Onsite inspections may be conducted at any times and work may be terminated if it does not comply with standards of final drawings.

5. *Final Inspection.* Upon completion of all improvements within the area covered by the Final Plat, the applicant shall notify the Director of Public Works who shall conduct a final

inspection of all improvements installed. If the final inspection indicates that there are any defects or deficiencies in any the improvements as installed, or if there are any deviations in the improvements as installed from the final engineering plans and specifications, he shall notify the applicant in writing of such defects, deficiencies, or deviations, and the applicant shall, at his sole cost and expense, correct the defects or deviations. When the defects, deficiencies, or deviations have been corrected, the applicant shall notify the official that the improvements are ready for final re-inspection.

6. *Acceptance.* Upon receipt by the City Commission of the certificate of the Director of Public Works that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, and all other applicable statutes, ordinances and regulations, the City Commission and/or such appropriate utility shall thereupon, by letter or motion, formally accept such improvements. The improvements shall become the property of the City Commission or appropriate utility company involved.

2.03 Zoning Change

A. ***Applicability:*** Zoning changes to specific property may be initiated by a City Commissioner, the City Commission, the Planning Commission, or the owners or agents of any property affected.

B. ***Zone Change* Procedure:** Applications for a zoning change shall be proposed on forms established by the Director of the Planning Department and filed with the City Clerk. Applications shall be processed according to the following specific procedures:

1. *Certified Ownership List.* The application shall be accompanied by an ownership list certified by an attorney or a title company or a list and map prepared by the Leavenworth County GIS Department listing the legal description and name and address of the owners of record of all property located within 200 feet of the property proposed to be rezoned if within the incorporated limits of the city and if rezoning of property located adjacent to or outside the city limits, the area of notification is extended to 1,000 feet in the unincorporated area.

2. *Public Hearing.* The Planning Commission shall hold a public hearing on each proposed amendment. The Planning Commission shall select a reasonable hour and place for the public hearing, but it shall hold the hearing within 60 days from the date on which the proposed amendment is filed. An applicant for an amendment may waive the requirement that such hearing be held within 60 days.

3. *Notice.* Public notice of a hearing on a proposed amendment shall be published once in the official city newspaper at least 20 days prior to the date of the hearing. The notice shall fix the time and place for the hearing and contain a statement regarding the proposed changes and regulations or restrictions or in the boundary or classification of any zone or district, and the property shall be designated by legal description or a general description sufficient to identify the property under consideration. In addition to publication notice, written notice of the proposed zoning change shall be mailed at least 20 days before the hearing to all owners of record of lands located within at least 200 feet

of the area proposed to be rezoned within the city. If the area proposed to be rezoned is adjacent to or outside the city limits, the area of notification of the city's action shall be extended to 1,000 feet in the unincorporated area. .

4. *Conduct of Hearing.* The hearing shall be conducted and a record of the proceedings shall be preserved in such manner and according to such procedures as the Planning Commission may from time to time prescribe by rule. Any interested person or party may appear and be heard at the hearing in person, by agent or by attorney. The Planning Commission may request a report on any proposed amendment from any governmental official or agency, or any other person, firm or corporation. If such a report is made, a copy thereof shall be made available to the applicant and any other interested persons and shall be available for review in the offices of the Secretary, Leavenworth City Planning Commission at least three business days before the date set for the public hearing.

5. *Conditions of Determination.* Whenever the Planning Commission or City Commission takes action on an application for a zoning change the Planning Commission and City Commission shall consider the following factors:

   a. The character of the neighborhood;
   b. The zoning and use of properties nearby;
   c. The suitability of the subject property for the uses to which it has been restricted;
   d. The extent to which removal of the restrictions will detrimentally affect nearby property;
   e. The length of time the subject property has remained vacant as zoned;
   f. The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;
   g. The recommendations of permanent or professional staff;
   h. The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city; and
   i. Other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.

6. *Recommendations.* Upon the conclusion of the public hearing, the Planning Commission shall prepare and adopt its recommendations in the form of a proposed Development Regulation and shall submit it with a record of the hearing to the City Commission.

7. *Protest by Petition.* If a written protest against a proposed zoning change is filed in the office of the City Clerk within 14 days as of the date of the conclusion of the public hearing, pursuant to the publication notice, signed by the owners of record or 20% or more of any real property proposed to be rezoned, or by the owners of record of 20% or more of the total area required to be notified by this act of the proposed rezoning of a specific property, excluding streets and public ways, the ordinance adopting such amendment shall not be passed except by at least a three-fourths vote of all of the members of the City Commission.

8. *Action by the City Commission.* The City Commission shall not consider a request prior to the lapse of the 14-day protest period. When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefore, the City Commission may:

   a. Adopt: Adopt such recommendation by ordinance,

   b. Override: Override the Planning Commission's recommendation by a two-thirds majority vote of the membership of the City Commission, or

   c. Return: Return such recommendation to the Planning Commission with a statement specifying the basis for the City Commission's failure to approve or disapprove. If the City Commission returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefore or submit new and amended recommendations. Upon the receipt of such recommendation, the City Commission by a simple majority thereof may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the City Commission following the Planning Commission's next regular meeting after receipt of the City Commission's report, the City Commission shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

9. *Publication.* If the City Commission approves an application, it shall adopt an ordinance to that effect, but the ordinance shall not become effective until its publication in the official newspaper. If the official zoning district map has been adopted by reference, the amending ordinance shall define the change or boundary as amended, shall order the official zoning district map to be changed to reflect such amendment and shall amend the section of the regulations incorporating the same and shall reincorporate such map as amended.

2.04. Special Use Permits

A. ***Applicability:*** All uses identified in the zoning districts, use table or elsewhere in these regulations as a special use in any particular zoning district shall require a special use permit. Applications for special use permits may be submitted by the owners or agents of any property affected.

B. ***Special Use Permit Procedures:*** Applications for a special use permit shall be proposed on forms established by the Director of the Planning Department and filed with the Clerk.

1. *Certified Ownership List.* The application shall be accompanied by an ownership list certified by an attorney or a title company or a list and map prepared by the Leavenworth County GIS Department listing the legal description and name and address of the owners of record of all property located within 200 feet of the subject property if within the

incorporated limits of the city and if rezoning of property located adjacent to or outside the city limits, the area of notification is extended to 1,000 feet in the unincorporated area.

2. *Public Hearing.* The Planning Commission shall hold a public hearing on each proposed special use request. The Planning Commission shall select a reasonable hour and place for the public hearing, but it shall hold the hearing within 60 days from the date on which the application is filed. An applicant for a special use permit may waive the requirement that such hearing be held within 60 days.

3. *Notice.* Public notice of a hearing on a special use permit shall be published once in the official city newspaper at least 20 days prior to the date of the hearing. The notice shall fix the time and place for the hearing and contain a statement regarding the proposed special use, and the property shall be designated by legal description or a general description sufficient to identify the property under consideration. In addition to publication notice, written notice of the proposed special use permit shall be mailed at least 20 days before the hearing to all owners of record of lands located within at least 200 feet of the subject property within the city. If the subject property is adjacent to or outside the city limits, the area of notification of the city's action shall be extended to 1,000 feet in the unincorporated area. .

4. *Conduct of Hearing.* The hearing shall be conducted and a record of the proceedings shall be preserved in such manner and according to such procedures as the Planning Commission may from time to time prescribe by rule. Any interested person or party may appear and be heard at the hearing in person, by agent or by attorney. The Planning Commission may request a report on any proposed amendment from any governmental official or agency, or any other person, firm or corporation. If such a report is made, a copy thereof shall be made available to the applicant and any other interested persons and shall be available for review in the offices of the Secretary, Leavenworth City Planning Commission at least three business days before the date set for the public hearing

5. *Planning Commission Recommendations.* The Planning Commission may recommend issuance of those Special Uses which are expressly authorized to be permitted in a particular zoning district or districts as found in Article 4 – Zoning Districts and Standards and Appendix A - Use Table.

6. *Protest by Petition.* If a written protest against a proposed special use permit is filed in the office of the City Clerk within 14 days as of the date of the conclusion of the public hearing, pursuant to the publication notice, signed by the owners of record of 20% or more of the total area required to be notified by this application for a special use permit, excluding streets and public ways, the ordinance adopting such amendment shall not be passed except by at least a three-fourths vote of all of the members of the City Commission.

7. *Final Approval.* The City Commission may recommend issuance of a Special Use Permit whenever it finds that:

   a. The proposed special use complies with all applicable provisions of this ordinance.

b. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public

c. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

d. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:

(1) The location, nature and height of buildings, structures, walls, and fences on the site, and

(2) The nature and extent of landscaping and screening on the site.

(3) Off-street parking and loading areas whether on the premises or auxiliary to the premises will be provided in accordance with the standards set forth in this ordinance and such areas adjoining residential uses will be located to protect such residential uses from any injurious effect.

(4) Adequate utility, drainage, and other necessary facilities have been or will be provided.

(5) Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

C. ***Discontinuance or Violation of Permit Conditions:*** A Special Use Permit may be granted by and continued annually by the City Commission, City of Leavenworth, Kansas. The continuation of a Special Use Permit exists with the property as long as such Special Use Permit is used in accordance with its original intended and approved purpose and the annual SUP fee is paid. Any discontinuance of more than 12 months, violation of permit conditions, or failure to pay a fee may enable the City Commission to administratively rescind a special use permit.

D ***Revocation:*** A special use permit may be revoked for cause upon the finding that the special use permit has violated any criteria of approval, changed circumstances supporting the approval or a determination that the use has become a nuisance by reason of design or operation of the use, site or buildings. Revocation shall require that the City Commission hold a public hearing with at least 21 days' notice and no more than 60 days' notice, with a certified letter being sent to the property owner and general notice to the public. Notice shall contain the date, time, place and purpose of the hearing and cite the reason for the proposed revocation.

2.05 Site Plan

A. ***Applicability:*** All applications for multi-family, commercial, industrial, SUPs, PUDs and rezoning shall be accompanied by a site plan and all submissions for a building permit for

any permitted use therein must be accompanied by a Site Development Plan. Single family dwellings are exempt from this requirement.

B. ***Site Plan Procedures:*** Applications for a site plan shall be proposed on forms established by the Director of the Planning Department and filed with the Planning Department. Except for site plans that accompany other required approval processes, applications shall be processed according to the following specific procedures:

1. The City Planner shall determine if submitted site plans are in accordance with these regulations and then forward all site plan submissions to the Development Review Committee along with a written opinion on the plan's merits.

2. The Development Review Committee is responsible for final review and approval of site plans for multi-family residential, mixed-use, mobile home parks, planned unit developments, commercial or industrial developments which are in accordance with these regulations.

3. In its review, the Development Review Committee will consult and consider the recommendation of the various departments and agencies affected by the proposed site plan.

4. If the Development Review Committee rejects or withholds approval of the site plan the applicant may appeal the decision to the Planning Commission at its next regular meeting. The Planning Commission may recommend approval, disapproval or approval with conditions to the City Commission.

C. ***Criteria:*** Site design shall ensure that all provisions of these Development Regulations and all other ordinances, Comprehensive Land Use Plan, and general plans and standards of the City of Leavenworth shall be complied with, where applicable. In determining the applicability of a site plan to the standards, and in interpreting the standards, the following criteria shall be used:

1. The proposed development shall not have any detrimental effect upon the general health, welfare, safety, and convenience of persons residing or working in the neighborhood; and shall not be detrimental or injurious to the neighborhood.

2. The proposed development shall promote a desirable relationship of structures: to one another; to open spaces; and to the topography on the site and in the surrounding area.

3. The height, area, setbacks, and overall mass, as well as parts of any structure (buildings, walls, signs, lighting, etc.) and landscaping shall be adequate and appropriate to the development, the neighborhood, and the community.

4. Ingress, egress, internal traffic circulation, off-street parking facilities, loading and service areas, and pedestrian walkways shall be so designed as to promote safety and convenience.

5. The architectural character of the proposed structure shall meet the requirements of Article 7, Design Standards.

D. ***Amendment to Site Plan:*** No approved Site Plan may be modified, or expanded in ground or structural area more than 10% of the gross floor area unless the Site Plan is amended and approved in accordance with the procedures applicable to initial approval, or as otherwise approved through Minor Modifications in Section II.F. Such changes will require the applicant to resubmit the Site Plan as outlined in the preceding sections.

E. ***Effect of Decision.*** All elements of the approved site plan must be executed in association with a building permit or certificate of occupancy, except that installation of landscape may be delayed for up to six months to allow optimal planting, and provided other adequate assurances of implementation are provided by applicant.

2.06 Minor Modifications

A. ***General.*** This section sets forth the required review and approval procedures for "minor modifications," that are minor deviations from otherwise applicable standards that may be approved by the Director. Minor modifications are to be used when the small size of the modification requested and the unlikelihood of any adverse effects on nearby properties or the neighborhood make it infeasible to seek a formal variance. Minor modifications to development standards may only be requested where no additional permit, such as conditional use or special use, is required prior to construction.

B. ***Applicability.*** Requests for minor modifications must be made in writing to the Director who shall have 21 days from receipt to respond in writing. If the Director does not act on the request within 21 calendar days, the application shall be deemed denied. The Director may approve a single minor modification per development of up to a maximum of 10% from the following general development and zoning district standards:

1. Minimum lot area requirements,
2. Setback requirements, and
3. Quantitative development standards generally applicable throughout the Development Regulations of the City of Leavenworth, Kansas.

The Director shall have sole decision-making authority for a minor modification.

C. ***Limitations.*** In no circumstance shall the Director approve a minor modification that results in:

1. Any change in required floodplain elevations;
2. An increase in overall project density;
3. A change in permitted uses or mix of uses;
4. A deviation from the use-specific standards in Article 4, Zoning Districts & Standards;
5. A change in conditions attached to the approval of any site plan or special use permit;

6. A change to a development feature already modified through a variance or other minor modification; or

7. Any change in the maximum area of signage.

8. No more than two standards may be modified on any single development project;

D. ***Criteria***. The review and approval of a minor modification is administrative and shall not require any form of notice or a public hearing prior to determination. The following criteria shall be met for a minor modification:

1. Evidence of substantial compliance with the provisions of the Comprehensive Land Use Plan, any other applicable city plans and the Development Regulations;

2. Compatibility with surrounding land uses; and

E. ***Appeal.*** Appeal of the Director's determination shall be to the Development Review Committee.

F. ***Approval Termination***: An approved minor modification terminates at the same time as the original approval. Minor modification of an approval does not extend the lapse period of the original approval.

G. ***Record of Minor Modifications and Annual Review:*** The Director shall keep a record of all minor modifications that includes information about the date of the request, the location of the project, a brief description of the minor modification request, and the Director's action. The Director shall submit the minor modification log to the Planning Commission annually for review. Upon reviewing the record, the Planning Commission may determine whether changes to the Zoning & Development Ordinance of the City of Leavenworth, Kansas are necessary.

2.07 Appeals

Any person wishing to appeal a provision of this document as it has been applied to their case shall make application for appeal to the appropriate entity as listed below.

A. Zoning Regulations. Zoning regulations shall be appealed to the Board of Zoning Appeals as specified in Article 11. Specifically this shall include:

1. Article 1. Section 1.05 Non-conformances
2. Article 2. Section 2.05 Site Development Plans
3. Article 4. District Regulations
4. Article 5. Parking
5. Article 6. Landscaping
6. Article 8. Signs
7. Article 10. Supplementary District Regulations

B. Development Regulations. Development regulations shall be appealed to the City Commission where specified in these regulations. Specifically this shall include:

1. Article 3. Subdivision Standards
2. Article 9. Historic Preservation

Summary Table:

	Pre-application Meetings		Review Body				Notice		
	Staff	Community	Staff	PC	CC	BZA	Published	Posted	Mailed
Text Amendment	☐		R	R/H	D		■		
Rezoning	■	☐	R	R/H	D		■	■	■
Plat, Minor	■		R	D	A				

Plat, Preliminary	■		R	D	A			■	
Plat, Final			R	R	D			■	
Site Plan	☐		D	A/D		A			
Planned Zoning	■	■	R	R/H	D		■	■	■
Special Use Permit	■		R	R/H	D		■		■
Minor Modification	■		D	A					
Other Appeals (specified in these regulations)	Dependent on specific applicable code sections								
Variance	☐		R			D	■		■
Appeal of Administrative Decision						D	■		■

R = Review/Recommendation
D = Decision
A = Appeal
H = Public Hearing
■ = Required
☐= Optional or Recommended

PC = Planning Commission
CC = City Commission
BZA = Board of Zoning Appeals

ARTICLE 11. BOARD OF ZONING APPEALS

11.01. Creation

A Board of Zoning Appeals is created for the City of Leavenworth. Such Board shall consist of five members, all of whom shall be residents of the City of Leavenworth. Members shall be appointed by the Mayor with the consent of the City Commission. Appointments shall be made for three-year terms. Vacancies shall be filled by appointment for the unexpired term. Members of the Board shall serve without compensation.

11.02. General

The word "Board" when used in this article shall mean Board of Zoning Appeals. The Board shall adopt rules of procedure as may be necessary and proper to govern its own proceedings; such rules shall not be in conflict with other laws, regulations, or resolutions. The Board shall keep minutes of its proceedings, showing the description of evidence presented, the findings of facts by the Board, the decision of the Board, and the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the Board immediately and shall be of public record.

A. ***Secretary:*** The Secretary of the Board of Zoning Appeals shall be a member of the city staff appointed by the Director.

B. ***Meetings:*** Unless notified otherwise the members of the Board of Zoning Appeals will meet regularly once each month, at such time and place as is fixed by resolution. They shall select one of their members as chairman and one as vice-chairman, who shall serve one year or until their successors have been selected. Special meetings may be called at any time by the chair or in his absence, by the vice-chairman. A majority of the Board shall constitute quorum for the transaction of business. The Board shall cause a proper record to be kept of its proceedings.

C. ***Quorum***: A majority of the Board shall constitute a quorum for the transaction of business, and a concurring vote of a majority of the entire Board shall be necessary to reverse any order, requirement, decision or determination of the Building Inspector, or to decide in favor of the applicant upon any matter which it is required to pass under these regulations, or to affect any variation in such regulation.

11.03. Powers and Jurisdiction

The Board shall have those powers and duties authorized by this ordinance and by KSA 12-759 and any amendments thereto.

A. ***Appeals:*** After proper hearing to decide appeals where it is alleged there is an error in an order, requirement, decision, or determination made by an administrative official in the enforcement of these regulations, except where the City Commission is specifically empowered to hear an appeal.

1. Appeals to the Board may be taken by the person aggrieved, or by any officer or department of the city government affected by the rigid enforcement of these Development Regulations. Such appeal shall be filed with the Secretary of the Board, as shall be herein prescribed. The administrative official shall forthwith transmit to the Secretary of the Board all papers constituting the record upon which the action appealed from is taken.

2. An appeal stays all proceedings in furtherance of the action appealed from, unless the Secretary of the Board certifies to the Board, after the Notice of Appeal shall have been filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by a court of record.

B. ***Variances:*** To authorize in specific cases a variance from the specific terms of these Development Regulations which will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of these Development Regulations will, in an individual case, result in unnecessary hardship, provided the spirit of these Development Regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the Development Regulations of the City of Leavenworth, Kansas in such district. Rather, variances shall only be granted for the detailed requirements of the district such as area, bulk, yard, parking or screening requirements.

1. The applicant must show that his property was acquired in good faith and where by reason of exceptional narrowness, shallowness or shape of this specific piece of property at the time of the effective date of the Zoning Ordinance, or where by reason of exceptional topographical conditions or other extra-ordinary or exceptional circumstances that the strict application of the terms of the Development Regulations of the City of Leavenworth, Kansas actually prohibits the use of his property in the manner similar to that of other property in the zoning district where it is located.

2. A request for a variance may be granted, upon a finding of the Board that all of the following conditions have been met:

   a. The Board shall make a determination on each condition, and the finding shall be entered in the record.

   b. That the variance requested arises from such condition which is unique to the property in question and is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

   c. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.

   d. That the strict application of the provisions of the Development Regulations from which the variance is requested will constitute unnecessary hardship upon the property owner represented in the application.

   e. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare;

f. That granting of the variance desired will not be opposed to the general spirit and intent of the Development Regulations.

3. In granting a variance, the Board may impose such conditions, safeguards, and restrictions upon the premises benefited by the variance as may be necessary to reduce or minimize any potentially injurious effect of such variance upon other property in the neighborhood, and to carry out the general purpose and intent of these Development Regulations.

C. ***Exceptions:*** To grant exceptions which are specifically listed as permitted in these Development Regulations. In no event shall exceptions to the provisions of the Development Regulations be granted where the exception contemplated is not specifically listed as in the Development Regulations of the City of Leavenworth, Kansas. An exception is not a variance. Further, under no conditions shall the Board have the power to grant an exception when the conditions of this exception, as established by these Development Regulations, are not found to be present.

D. ***Conditions of Determination:*** In exercising the foregoing powers, the Board, in conformity with the provisions of these Development Regulations, may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination, and to that end shall have all the powers of the administrative official and may attach appropriate conditions, restrictions or safeguards necessary to protect public interest and welfare.

11.04. Applications

A. The procedure for requesting a hearing before the Board shall be as follows:

1. *Application Submission:* All applications to the Board shall be in writing on forms provided by the Secretary of the Board. Said application shall be completed in its entirety and filed in the office of the City Clerk with all supporting data.

2. *Notification of Nearby Property Owners:* All applications shall be accompanied by an ownership list certified by an attorney, a title company or a list and map prepared by the Leavenworth County GIS Department listing the names and addresses of all property owners located within 200 feet, excluding streets and alleys, of the boundaries of the property included in the application. If the property is adjacent to the city limits, the area shall be expanded to 1,000 feet of property owners outside the city limits.

3. *Public Notification:* The Board shall fix a reasonable time for the hearing of an application, and notice of the time, place and subject of each hearing shall be published in the official newspaper (as designated by the City Commission) at least 20 days prior to the date fixed for the public hearing. A copy of the notice of public hearing shall be sent to each party of interest, each person on the ownership list, and the chair of the Planning Commission.

B. In addition to the above requirements, certain applications require additional information as follows:

1. *Appeals:*

a. An application for an appeal shall be filed within 10 days after a ruling has been made by an Administrative Official and furnished to the appellant in writing.

b. A copy of the written ruling of the Administrative Official which the applicant believes to be in error shall be submitted.

c. A clear and accurate written description of the proposed use, work or action in which the appeal is involved and a statement justifying the appellant's position.

d. Where necessary, a plot plan, drawn to scale, showing existing and proposed plans for the area in question shall be submitted.

2. *Variances:*

a. The applicant shall submit a statement, in writing, justifying the variance requested, indicating the enforcement provisions of the specific regulations from which the variance is requested, and outlining in detail the manner in which it is believed that this application will meet each of the five conditions as set out in herein.

b. The applicant shall submit six (6) copies of a sketch drawn to scale and showing the lot or lots included in the application; the structures existing thereon; and the structures contemplated necessitating the variance requested. All appropriate dimensions and any other information which would be helpful to the Board in consideration of the application should be included.

3. *Exceptions:*

a. The applicant shall submit a statement in writing justifying the exception applied for and indicating under which article and section of the Development Regulations the Board of Zoning Appeals is believed to have jurisdiction.

b. The applicant shall prepare and submit at the time of filing, the application, six copies of a detailed plot plan drawn to scale, showing all existing and proposed structures, property lines with dimensions, parking spaces, points of ingress and egress, driveways, and any other information which would be helpful to the Board in consideration of the application.

C. ***Conditions of Approval:*** In making any decision varying or modifying any provisions of the Development Regulations, or in granting an exception to the district regulations, the Board shall impose such restrictions, terms, time limitations, landscaping, screening and other appropriate safeguards as needed to protect adjoining property.

D. ***Performance Bonds:*** The Board may require a performance bond to guarantee the installation of improvements such as parking lot surfacing, landscaping, etc. The amount of the bond shall be based on a general estimate of cost for the improvements as determined by the Board for 125% of necessary improvements, and shall be enforceable by or payable to the City Commission in the sum equal to the cost of constructing the required improvement. In lieu of the performance bond requirements, the Board may specify a time limit for the completion of such

required improvements and in the event the improvements are not completed within the specified time, the Board may declare the granting of the application null and void after reconsideration.

11.05. Appeal of the Board Decision

Any person, official or governmental agency dissatisfied with any order or determination of the board may bring an action in the district court of the county to determine the reasonableness of any such order or determination. Such appeal shall be filed within 30 days of the final decision of the board, per KSA 12-759.

ARTICLE 12. DEFINITIONS

Terms defined in this Article shall be the basis for interpretation of all such terms throughout these Development Regulations. If not so defined a term shall be assigned the meanings found in Webster's most current New Collegiate Dictionary.

100-year Flood: The Base Flood.

Abandoned Sign: Any sign on any building, structure or premises that has been vacated for a six (6) month period.

Abutting: Having property or district lines in common; e.g., two lots are abutting if they have property lines in common.

Access or Accessway: The place, means, or way by which pedestrians or vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this ordinance.

Accessory Building, Accessory Structure, or Accessory Use: A building or use which: (1) is subordinate to and serves a principal building or principal use; (2) is subordinate in area, extent or purpose to the principal building or principal use served; (3) contributes to the comfort convenience, or necessity of occupants of the principal building or principal use; (4) is located on the same zoning lot as the principal building or principal use. The same as "appurtenant structure."

Actuarial Rates: "risk premium rates."

Adaptive Use: The process of changing the use of a structure or property to a use other than that for which the structure or property was originally designed.

Addition: Any construction which increases the size of the building such as a porch, attached garage or carport, or a new room or wing. An addition is a form of alteration.

Address Sign: A sign identifying, through any set of numerals or letters, a principal building's location with respect to the streets or to those homes or buildings around that building. An address sign may include the name of the occupant and may include the name of a home occupation.

Administrative and Professional Offices: Private commercial office space where the public may transact business, receive services or where commercial firms conduct internal office operations.

Administrative Official: A member of the city staff who is empowered to administer and implement the provisions of this Ordinance. Specifically, the Director of Planning and Community Development, City Planner, Planning and Zoning Technician, Director of Public Works, Building Inspector and Environmental Officer.

Administrator: As used in Article X, Floodplain Management, means the Federal Insurance Administrator.

Adult Day Center: Any place or facility operating less than 24 hours a day providing activities and social engagement opportunities for not more than 15 unrelated adult individuals who, due to functional impairment, require some degree of supervision or assistance with the activities of daily living, with no on-site medical services provided.

Agency: means the Federal Emergency Management Agency (FEMA).

Agent: The legally authorized representative of a landowner

Agriculture Accessory Building: A detached accessory structure used for the shelter of livestock, the storage of agricultural products, or the storage and maintenance of equipment or supplies used for agricultural or property maintenance activities.

Agriculture Uses: The use of a tract of land for growing crops in the open, dairying, pasturage, horticulture, floriculture, and necessary accessory uses, including the structures necessary for carrying out farming operations; provided, however, such agricultural use shall not include the following uses: (1) the maintenance and operation of commercial greenhouses or hydroponic farms, except in zoning districts in which such uses are expressly permitted; (2) wholesale or retail sales as an accessory use unless the same are specifically permitted in this ordinance; (3) the feeding, grazing, or sheltering of animals or poultry in either penned enclosures or in open pasture within one hundred (100) feet of any lot line. Agriculture does not include the feeding of garbage to animals, the raising of poultry or fur-bearing animals as a principal use, or the operation or maintenance of a commercial stockyard, or feed yard.

Airport: Any location where one or more craft capable of containing a human, takes off or lands, and for which ground facilities necessary to these operations are constructed.

Alley: A public thoroughfare, which affords only a secondary means of vehicular access to abutting property, and is not intended for general traffic circulation. An alley line shall mean the centerline of an alley right-of-way.

Alteration: Any change or rearrangement to the structural parts of an existing building or property. Any enlargement, whether by height or dimension, shall be considered an alteration. Any act or process that changes the exterior architectural appearance of a building.

Amendment: A change in the wording, context, or substance of this ordinance, an addition, deletion, or change in the district boundaries or classifications upon the district map, which imposes any regulation not heretofore imposed or removes or modifies any such regulation heretofore imposed.

Amphitheater: Any open-air venue used for entertainment and performances.

Amusement Park: A commercial amusement activity such as a carnival, circus, miniature golf course, or similar establishment, which is not entirely within an enclosed building.

Animal Clinic or Animal Hospital: A place where animals or pets are given medical or surgical treatment in emergency cases and are cared for during the time of such treatment. Use as kennel shall be limited to short-time boarding and shall only be incidental to such hospital use and shall be enclosed in a soundproof structure

Animal Day Care: See Kennel

Animal Husbandry (other than dairy): The agricultural practice of breeding and raising livestock.

Animal Research Facilities: Any facility in which research on animals is performed in a careful study of a subject, which may be related to the health or other welfare of animals of the same or other species, including humans.

Animal Sales and Service: Any facility where the on-site sale of animals is performed including the sale of animal husbandry or animal health related supplies.

Animation/Animated: Any visible moving part, or oscillating lights either natural or artificial, or visible movement achieved by any means that move, change, oscillate, or visibly alter in appearance to depict action or create special effects or scenes.

Apartment Building: A building used as a dwelling for several families each living separate and apart. Apartments are generally rental units.

Apiary: A place for the keeping of bees

Appeal: An application to a recognized higher authority to correct an alleged injustice done and an error committed in an order, requirement, decision, or determination made by an administrative official in the enforcement of city regulations. Also, a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Applicant: The owner or duly designated representative of a structure or property. Applicants may apply for building, fence, sign, and other permits or nominations for local, state or national registry, or group of owners of structures in a proposed historic district, or the owner or duly designated representative who has applied for a building permit, demolition or clearance permit involving a registered historic property or property within 500 feet of a registered historic property.

Appropriate: Suitable to or compatible with what exists in the surrounding context or setting.

Appurtenant Structure: A structure that is on the same parcel of property as the principle structure and the use of which is incidental to the use of the principal structure.

Arboretum or botanical garden: A botanical garden containing living collections of woody plants intended for public appreciation and/or for scientific study.

Area of Shallow Flooding: A designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard: The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Arena and Field House: Structures with indoor space sufficient to house large community events and/or indoor sporting events.

Art Gallery or Museum: A building or space for the exhibition of art, usually visual art. Museums can be public or private, but what distinguishes a museum is the ownership of a collection. Paintings are the most commonly displayed art objects; however, sculpture, decorative arts, furniture, textiles, costume, drawings, pastels, watercolors, collages, prints, artists' books, photographs, and installation art are also regularly shown. Although primarily concerned with providing a space to show works of visual art, art galleries are sometimes used to host other artistic activities, such as performance art, music concerts, or poetry readings.

Arterial Street: A major thoroughfare designed to carry traffic from one area to another and as designated in the Future Land Use Map, which is a part of the Leavenworth Comprehensive Land Use Plan.

Assembly Hall: Any building, or portion of a building, used primarily for public or private gatherings, with a maximum capacity for congregation in the assembly area of at least 50 people.

Assisted Living Facility: Facilities which provide residents with supervision or assistance with activities of daily living; coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being. Other licensure terms used for this philosophy of care include Residential Care Home, Assisted Care Living Facilities, and Personal Care Homes.

Athletic Facilities: Outdoor facilities designed and used for athletic events, practice and coaching.

Auction Establishment: Any facility at which regularly scheduled auctions occur and for which public space has been established. This includes private or member only auction facilities.

Auditorium/Exhibition Hall/Convention Center: A large building that is designed to hold a convention, where individuals and groups gather to promote and share common interests. Convention centers typically offer sufficient floor area to accommodate several thousand attendees. Convention centers typically have at least one auditorium and may contain concert halls, lecture halls, meeting rooms, and conference rooms.

Automobile Parts Recycling Business: Any facility, structure, or land-use storage of used and reusable or scrap salvage materials, including but not limited to resale of parts, shredding, milling, grinding, baling, or packing equipment for the handling of used and re-saleable parts, scrap, salvage materials, or used materials.

Automobile Repair Shop: A place where automobiles are repaired by any of the following; auto mechanics, body shop technicians or electricians.

Automobile Towing Service Storage Yard; Impound Lot: A place where automobile tow trucks are stationed between calls and where automobiles are temporarily stored after being towed for reasons other than mechanical malfunction. The dismantling or salvage of vehicles is not included in this definition.

Automobile, Boat, Truck, Motorcycle, RV Sales, Rental, and Service: A place where automobiles and other power sport vehicles are sold, rented or repaired by any of the following; mechanics, body shop technicians or electricians.

Awning or Canopy Sign: Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A Marquee is not a canopy. A canopy sign shall be considered a wall sign. Any sign printed on a backlit canopy shall be considered a wall sign.

Banner: A canvas, plastic, cloth, or fabric sign used to advertise a product, service, event, or promotion. Banners are considered to be temporary signs only. (See Temporary Sign.)

Base Flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Basement: Any area of the structure having its floor subgrade (below ground level) on all sides.

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Bed and Breakfast Inn: Any residential structure within a zoning district which allows this land use wherein boarders are allowed to share guest rooms and living space with other guests and breakfast is served at no additional charge. No upper time limit on residency is to be established. In approval of a **Bed and Breakfast Inn** the city may consider impact on neighbors' parking needs, etc. and place additional requirements as deemed appropriate. Owner occupancy is not required. However, a 24-hour management presence is required for all operations when 1 or more guests are in residence.

Better Building: This ratio is determined by dividing the County's most recent appraised value for a building (not the site) by the building's area in square feet. The upper 1/3 of all building value to area ratios within 1000' shall be used to determine if a proposed architectural style is generally compatible with the area. Commercial buildings shall only be compared to commercial, industrial to industrial.

Billboard: An off-premise sign having a specified display surface that advertises goods, products, or services, generally not available or sold on the premises.

Block: A piece or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way or parks, etc., or a combination thereof.

Board of Zoning Appeals (BZA): A local body created by ordinance, whose responsibility is to hear appeals from decisions of the local zoning administrative officials and to consider requests for variances and exceptions permissible under terms of the Development Regulations of the City of Leavenworth, Kansas.

Boarding or Rooming House: A building other than a bed and breakfast, hotel, motel, cafe, or restaurant where, for compensation, directly or indirectly, lodging and/or 2 meals per day are provided for three (3) or more boarders and/or roomers exclusive of the occupant's family.

Buffer Strip: A strip of land, identified in the Development Regulations of the City of Leavenworth, Kansas, established to protect one type of land use from another with which it is incompatible. Additional use, yard, or height restriction may be imposed but normally a properly screened area can provide a buffer.

Builders Supply Yards and Lumberyards (except when indoors as part of a hardware store):

Building – A structure having a roof supported by columns or walls for shelter, support, or enclosure of persons, animals, or personal property.

Building Coverage: The amount of land covered or permitted to be covered by a building, usually measured in terms of percentage of a lot

Building Height: The vertical distance measured from the average existing grade within the building setback envelope to the uppermost point of the roof of the building.

Building Materials: Substances used in construction of a building, specifically the exterior elements, which influence character, appearance, and durability.

Building Supplies and Equipment: A wholesale sales and warehousing operation catering to building contractors and not open to the public.

Building Type: A definition based on floor plan, height and roof shape, related to architectural style.

Bulk: That measure that establishes the maximum size of a building and its location on a lot. Components of bulk include: size and height of building, location of exterior walls at all levels with respect to lot lines; streets and other buildings; gross floor area of building and amount of lot area provided per dwelling unit

Bus Garage and Equipment Maintenance: Any facility for the storage, maintenance or operation of transportation equipment.

Bus Terminal: A structure or place for the loading, unloading, and transportation of people into vehicles capable of transporting more than 15 people. Unlike a bus stop, a bus terminal includes restroom facilities and the vending of trip tickets.

Camp, Private, Overnight: A private facility for use of its membership which allows temporary residence, not to exceed 30 days, in tents or recreational camper trailers. On-site staff members are not limited to a residency period restriction. Recreational Vehicles are not included.

Campground: A facility, which allows temporary residence, not to exceed 30 days, in tents or recreational camper trailers. Recreational Vehicles are not included.

Canopy and Awning: A roof-like cover having no supporting walls but supported otherwise from the ground, deck, floor, or walls of the building.

Car Wash/Truck Wash: A facility for the washing and further cleaning of cars or trucks.

CBD: Central Business District as defined by the most current Development Regulations.

Cellar: See Basement.

Cemetery: An area set apart for or containing graves, tombs, or funeral urns.

Certificate of Appropriateness -Minor: A Certificate of Appropriateness which may be granted by certain designated staff for exterior repairs, maintenance, signage or for non-registered properties which have no adverse impact on historic properties.

Certificate of Appropriateness or CofA: A certificate issued by the City approving plans for alteration, construction, demolition or other matters relating to various historic properties.

Certificate of Occupancy: Official certification that a premises and its identified use conforms to the provisions of the Development Regulations of the City of Leavenworth, Kansas and building codes and may be used or occupied. This certificate is granted for new construction.

Certified Ownership List: A current list of names and addresses of property owners of record, and a legal description of the property owned that would lie within 200 feet (1000 in the rural area of the County) of the external boundaries of any land proposed for rezoning, special use permit, variance, or exception. This list may be prepared and certified by an abstractor, attorney, surveyor, or the County GIS department. The Director may accept a list prepared by city staff.

Changeable Message Sign, Electronic – A sign that is activated electronically, whose message, content, or display, in whole or in part, may be changed by means of either electronic, computerized programming or any other means, and which the message is in text, alphanumeric characters, symbols, logos, or static image.

Changeable Message Sign, Manual – A sign on which the message or copy is changed manually in the field.

Character: Those individual qualities of building, sites, and districts that differentiate and distinguish them from other buildings, sites, and districts.

Chief Engineer: The chief engineer of the division of water resources, Kansas Department of Agriculture.

Chief Executive Officer or Chief Elected Official: The official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community; i.e., the City Manager.

Child Care Center: A day nursery providing care for seven (7) or more children, for part or all of a day or night, away from the home of the parent or legal guardian; including full day child care, nursery schools, play groups, Head Start, centers giving emphasis to programming for special children, kindergartens not operated by the public schools, and other establishments offering care to groups of children for part or all of the day or night. Centers for infants and toddlers or for handicapped children may have fewer than seven (7) children but be licensed as a center because the program meets child care center regulations.

City Commission: The elected, governing body of the City of Leavenworth.

City Manager: Executive appointed by the City Commission

City Planning Commission: The Leavenworth City Planning Commission.

City: The City of Leavenworth, Kansas.

Civic, Social, and Fraternal Organizations: Any organization with a mission of promoting the public good.

Collector Street: A major thoroughfare designed to carry traffic from an arterial street to the local streets as designated in the Future Land Use Plan in the Leavenworth Comprehensive Land Use Plan. Collector streets serve large subdivisions or neighborhoods.

College or University: An organization which is listed in the U.S. Department of Education's Office of Postsecondary Education database which has been accredited by an accrediting agency or state approval agency recognized by the U.S. Secretary of Education as a "reliable authority as to the quality of postsecondary education" within the meaning of the Higher Education Act of 1965, as amended.

Commercial Message: Any message, content, text, logo, or display that directly or indirectly names, advertises or calls attention to a business, product, service or other commercial activity or concerns the economic interest of the advertiser.

Commercial Sign: Any sign that directly or indirectly names advertises or calls attention to a business, product, service or other commercial activity or concerns the economic interest of the advertiser.

Commercial Vehicle: A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if: the vehicle has a gross vehicle weight rating or gross combination weight rating, or a gross vehicle weight or gross combination weight over 10,000 pounds; or the vehicle is designed or used to transport more than eight passengers, including the driver, for compensation; or the vehicle is designed to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation; or the vehicle is of any size and is used in the transportation of hazardous materials.

Communication Tower: Any commercial structure with one or more antennae rising more than 20 feet above grade or the roof of a structure.

Community Centers: Public locations and structures where members of a community gather for group activities, social support, public information, and other purposes. They may sometimes be open for the whole community or for a specialized group within the greater community.

Community playfields, playgrounds, and parks: Any park or recreation facility accessible by all members of the public and intended to serve the recreation needs of the community as a whole.

Community: Any State, area, or political subdivision thereof, which has authority to adopt and enforce floodplain management or other regulations for the areas within its jurisdiction.

Compatible: Of such character as not to detract from surrounding elements, buildings, sites or structures; consistent and appropriate with the surrounding context and setting.

Component: An individual part of a building, structure, site, or district.

Concentrated Animal Feeding Operations: Agricultural operations where animals are kept and raised in confined situations. CAFOs congregate animals, feed, manure and urine, dead animals, and production operations on a small land area. Feed is brought to the animals rather than the animals grazing or otherwise seeking feed in pastures, fields, or on rangeland.

Consumer Goods Retail Sales: The sale of goods or merchandise from a fixed location, such as a department store, boutique, or kiosk, or by mail, in small or individual lots for direct consumption by the purchaser. Retailing may include subordinated services, such as delivery. Purchasers may be individuals or businesses. In commerce, a "retailer" buys goods or products in large quantities from manufacturers or importers, either directly or through a wholesaler, and then sells smaller quantities to the end user. Retail establishments are often called shops or stores.

Context: The setting in which a historic element or building exists.

Contracting Services, no storage or yard: A facility from which service contractor vehicles are dispatched to jobs, but which has no outdoor storage of construction materials.

Contributing/Key contributing: A building, site, structure or object which adds to the architectural qualities, historic association or archeological values of historic register property for which a property is significant because: (a) it was present during the pertinent historic time; (b) it possesses integrity and reflects its significant historic character or is capable of yielding important information about the pertinent historic period or (c) it independently meets the standards and criteria of the Historic Preservation regulations.

Convent/Monastery: A building, or complex of buildings, that houses a room reserved for prayer (e.g. an oratory) as well as the domestic quarters and monastic workplaces for monks or nuns, whether living in community or alone (hermits). Monasteries may vary greatly in size – a small dwelling accommodating only a hermit, or in the case of communities anything from a single building housing only one senior and two or three junior monks or nuns, to vast complexes and estates housing tens or hundreds.

Conversion: Changing, by alteration, the original purpose of a building to a different use.

Country Club: A private club, which may have a closed membership, offering a variety of recreational sports facilities. Activities may include golf, tennis, swimming, or polo. A country club will usually provide hospitality to members and guests such as a restaurant and bar, and may provide suitable accommodations for host-catered events, such as weddings.

Covenant: A private legal restriction on the use of land contained in the deed of the property or otherwise formally recorded.

Cul-de-sac: A vehicular turnaround which is either temporary or permanent, located at the closed end of a dead-end street or alley.

Day Care Center/Preschool: Any facility providing care of 15 or more children during the day by a person other than the child's legal guardians, typically performed by someone outside the child's immediate family. Day care centers typically offer an ongoing service during specific periods, such as the parents' time at work. Preschool is the provision of care and an educational program for children before the commencement of statutory education, usually between the ages of three and five.

Day Care Home: A day nursery providing care for not more than six (6) children under kindergarten age. To qualify for a home occupation, no one other than members of the immediate family residing on the premises can be employed (see Child Care Center)

Deciduous Trees: Generally those trees, which shed their leaves annually, such as Ash, Sycamore, Willow, etc.

Density: The average number of families, persons, or housing units per unit of land; expressed in numbers of families per gross developable acre.

Design guideline/standard: The standards set forth by the Secretary of the US Department of the Interior for the preservation of historic places.

Design: The location of streets, alignment of streets, grades, and widths of streets, alignment of easements, grades and widths of easements, alignment and rights-of-way for drainage and sanitary sewers, and the designation of minimum lot area, width and length.

Developable Area (Gross): The total acreage or square footage in a lot or tract proposed to be developed

Developable Area (Net): The gross developable area minus the area to be dedicated for public use or right-of-way

Development Plan: The provisions for the development of land including such drawings as shall serve as a plat or subdivision and all covenants relating to use, location and bulk of buildings and other structures, intensity of use or density of development, private drives and ways, parking facilities, common open space and public space. All written or graphic materials prepared for the development will be considered "provisions of the development."

Development: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Digital Billboard: A billboard capable of displaying multiple static images controlled by electronic communications.

Directional Sign: Any sign that provides direction for the safe and efficient flow of vehicular or pedestrian traffic on a property, and shall include signs marking entrances, exits, parking areas, loading areas or other operational features of the premises. A directional sign may contain the name or logo of

an establishment, but no commercial message. Examples are parking and entrance signs. The logo area shall not exceed 25% of sign area. Off-premise directional signs are only allowed, as regulated, under Special Event Signs.

Director: The Director of Planning & Community Development or a person designated in writing by the Director.

Dissolve (A frame effect): A transition from one message to another where static messages are changed by means of varying light intensity or pattern where the first message gradually appears to dissipate and lose legibility simultaneous to the gradual appearance and legibility of the subsequent message.

District (historic district): An area that possesses a significant concentration, relationship between, or continuity of sites, buildings, structures, or objects united historically or architecturally by plan or physical development. Districts include college campuses, downtown areas, residential areas, industrial complexes, civic centers, government reservations, planned street systems, and parks. The term may also be applied to individual, associated, or functionally related sites, buildings, structures, or objects that are geographically separated. In such cases, visual continuity should not be necessary to convey the historic relationship of a group of related resources.

District: See Zone, Overlay District, or Zoning District

Dormitory: A residence hall providing rooms for individuals or for groups usually without private baths.

Drinking Establishment: A place of business, which sells liquor-by-the-drink and maintains at least 30% of receipts in food sales as regulated by the Alcoholic Beverage Control Division, Department of Revenue.

Driveway, Customary: A private lane which leads from a street or an alley to a garage, carport, rear yard parking area, a parking space established in accordance with the provisions of this ordinance, or to another street or alley. Such driveway may extend in front of, alongside of, or in the rear of a principal structure either planned for or erected upon a building site.

Duly Authorized Representative: Any individual or person or any section, division or department of the city administration or any individual or person within the designated section, division or department of the city administration who has been designated by the Director to implement, administer, and enforce the provisions of these Development Regulations. Generally, references are to the City Planner and his/her designee, assignee, agent, or designated person as used in the text of the ordinance.

Dwell Time: The length of time during which each frame is displayed on any sign that is capable of sequentially displaying more than one message on its sign face.

Dwelling in Mixed-Use Structure: A dwelling unit within a larger structure, which is used in whole or in part as a commercial establishment. The dwelling unit(s) need not be the principal residence of the business operator.

Dwelling, Attached: A dwelling where at least one wall is shared, in common, with another dwelling.

Dwelling, Detached: A dwelling which is separated from any other principal structure

Dwelling, Earth Sheltered: A single family dwelling unit which incorporates the use of earthen materials to insulate not more than three sides of the structure, but which incorporates a conventional mansard, hip, gable, or gambrel roof, all built to the specifications of the local building code. For the purposes of administering this ordinance, an earth sheltered dwelling is NOT a basement dwelling.

Dwelling, Elderly or Retirement Home: A dwelling unit or high-rise apartment building specifically designed to be occupied by residents who are at least sixty-two (62) years of age, and who are ambulatory and able to take care of themselves.

Dwelling, IBC/IRC Modular Home: Sectional prefabricated buildings or houses that meet local building codes and consist of multiple modules or sections, which are manufactured in a remote facility and then delivered to their intended site of use. The modules are assembled into a single residential building using either a crane or trucks.

Dwelling, Live/Work: A dwelling unit, part of which may be used as a business establishment and the dwelling unit is the principal residence of the business operator.

Dwelling, Manufactured Home: Those structures, which are built to standards pursuant to the Federal Manufactured Home Construction and Safety Standards Act, 42 U.S.C. 5401, et seq. Usually these are a dwelling unit that is mass produced in a factory, is designed for long term residency and is constructed for transportation to a site for installation and use on a permanent foundation when connected to required utilities, and is either an independent, individual building or a module for combination with other elements to form a building. The term "manufactured home" does not include a "recreational vehicle."

Dwelling, Mobile Home: A movable dwelling over thirty-two (32) feet in length or over eight (8) feet wide, constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation for human occupancy as a residence when connected to utilities. The term shall not include travel trailers, campers or self-contained motor homes or camper buses.

Dwelling, Multi-Family: A building or portion thereof, designed for occupancy by three (3) or more families.

Dwelling, Single Family: A building designed for occupancy by one (1) family.

Dwelling, Single-Family Detached: A building designed for occupancy by one (1) family, which has required yards and setbacks from other residential structures.

Dwelling, Townhouse: A building designed for occupancy by one (1) family in a style of medium-density housing that originated in Europe in the late 17th century, where a row of identical or mirror-image houses share side walls.

Dwelling, Two-Family: A building designed for occupancy by two (2) families

Dwelling: A dwelling is any building or portion thereof not including mobile homes, which is designed or used exclusively for residential purposes including an attached garage, provided the attached garage is

subordinate in area to the living portion of the structure. An attached garage shall have a common wall with a main structure for a distance of at least 25% of the length of the longest dimension of the garage. An attached garage not meeting this test may qualify as a detached garage, which need not comply with the five (5) foot setback requirement between buildings but shall meet all setback requirements of the principal structure.

Easement: A right of the owner of one (1) parcel of land by reason of such ownership, or a right of the public, to use the land of another for a special purpose as designated.

Educational and Scientific Research, Development, and Testing Services:

Element: An individual defining feature of a building, structure, site, or district.

Elevated Building: For insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Eligible Community or Participating Community: A community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

Environmental Officer: The Director of Planning & Community Development.

Environs: The area immediately surrounding a property listed upon the National Register of Historic Places (hereafter, “registered”). The Historic Preservation regulations shall apply to all structures which are within 300 feet of a registered property and to all structures intervisible with the registered property up to, but not farther than, 500 feet. Intervisible is further defined as “the condition of being able to see one point from another without physical, permanent obstruction.” Intervisibility shall be determined by standing at the main entrance of the registered property and looking in all directions for a distance of up to 500 feet. All references to “within 500 feet of a landmark or historic district” as used throughout this code shall use the intervisibility standard for determining changes to the environs of a registered property.

Evergreen Trees: Generally those trees which do not shed their leaves annually, such as Pine, Spruce, Juniper, etc.

Exception: A grant of permission to depart from the general provision of the Development Regulations of the City of Leavenworth, Kansas which is expressly authorized by provisions of the ordinance after a finding of fact and imposition of conditions by the applicable governing body.

Existing Construction: For the purposes of determining insurance rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing Manufactured Home Park or Subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Manufactured Home Park or Subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Exterior Architecture/Feature: The character and composition of the exterior of the structure, including but not limited to, the kind and texture of the building material and the type, design and character of all windows, doors, light fixtures, signs and appurtenant elements, and, the elements and components of the outer surface of a structure including windows, doors, light fixtures, signs, fences, hitching posts, decorations, chimneys, false fronts, parapets, flag poles, landscaping, retaining walls and related materials.

Facade: The front elevation of a building.

Fascia Sign: A wall sign mounted against the horizontal piece covering the joint between the top of the wall and the projecting eaves of the roof.

Fade (A frame effect): A transition from one message to another by means of varying light intensity, where the first Message gradually reduces intensity to the point of not being legible and/or gradually increases intensity to become legible.

Family: A person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities: (1) any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship; (2) two unrelated people; (3) two unrelated people and any children related to either of them; or (4) not more than eight people and up to two caretakers who are residents of a “Group Home” as defined in K.S.A. 12-736 and this ordinance. This definition does not include those persons currently illegally using or addicted to a “controlled substance” as defined in the Controlled Substances Act, 21 U.S.C. §802(6). Exceptions: “Family” does not include: any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization; any group of individuals whose association is temporary or seasonal in nature; or any group of individuals who are in a group living arrangement because of criminal offenses.

Farm: An area, which is used for the production of farm crops such as vegetables, fruit trees, cotton, or grain and their storage as well as raising thereon of farm animals such as poultry, cattle, or swine on a limited basis. Farms also include dairy operations.

Farming: The practice of raising crops and/or livestock for profit.

Fence: A barrier intended to prevent escape or intrusion, or to mark a property boundary. Open fences are those constructed of wood, masonry, metal, woven wire or other material whose surface area is greater than 50 % open. Solid fences are those constructed of wood, masonry, metal, plantings, hedges, or other material whose surface area is or may become less than 50% open.

Final Plat: A plan or map prepared in accordance with the provisions of this regulation and those of any other applicable local regulation, which plat is prepared to be placed on record in the office of the Register of Deeds of the County.

Financial Institution, with Drive-thru: An institution that provides financial services for its clients or members including deposit-taking institutions, which accept and manage deposits and make loans. Examples are banks, building and loan societies, credit unions, trust companies, mortgage loan companies, insurance companies, pension funds, brokers, underwriters, and investment funds. This definition does not include short term or automobile title loan businesses. If these institutions have a physical facility to allow their customers to make transaction from a vehicle they are “drive-thru.”

Financial Institution, without Drive-thru: An institution that provides financial services for its clients or members including deposit-taking institutions, which accept and manage deposits and make loans. Examples are banks, building, and loans societies, credit unions, trust companies, mortgage loan companies, insurance companies, pension funds, brokers, underwriters, and investment funds. This definition does not include short term or automobile title loan businesses. If these institutions do not have a physical facility to allow their customers to make transaction from a vehicle they are “without drive-thru.”

Fish Farm/Hatchery: A place where large numbers of fish eggs are artificially fertilized and hatched, and fish are raised in an enclosed environment. Hatcheries may be owned and operated by either governments or private interests. Some hatcheries raise the fry until they reach adulthood and have commercial value; others release the fry into the wild with the intent of building up the wild stock. Fish Farms raise the fish until they are ready for market.

Flashing: A pattern of changing light Illumination where the sign's illumination alternates suddenly between fully illuminated and fully non-illuminated for drawing attention to the sign.

Floating Zone: A special detailed use of district of undetermined location in which the proposed kind, location, size, juxtaposition and form of structures must be preapproved, and which, like a special use permit, is legislatively predetermined to be compatible with the areas in which it may thereafter be located on a particular application, provided specified predetermined standards are met and actual incompatibility is not revealed. A Planned Unit Development is the only floating zone in this ordinance.

Flood Boundary and Floodway Map (FBFM): An official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

Flood Elevation Determination: A determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study: An examination, evaluation and determination of flood hazards and if appropriate, corresponding water surface elevations.

Flood Fringe: The area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

Flood Hazard Boundary Map (FHBM): An official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

Flood Hazard Map: The document adopted by the City Commission showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

Flood Insurance Rate Map (FIRM): An official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS): An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

Floodplain Management Regulations: Development Regulations, Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances), and other applications of police power. The term describes such state or local regulations, in any combination thereof that provide standards for the purpose of flood damage prevention and reduction.

Floodplain Management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain or Flood-prone Area: Any land area susceptible to being inundated by water from any source (see "flooding").

Floodproofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

Floodway Encroachment Lines: The lines marking the limits of floodways on Federal, State and local floodplain maps.

Floodway or Regulatory Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway Use: A use that can be approved by the City Engineer upon the application of certain criteria for uses in the 100-year floodway as regulated by Article X – Floodplain Management.

Floor Area Defined: For the purpose of applying the requirement of off-street loading and parking, the term "floor area" in the cases of offices, merchandising, or service types of use, shall mean the gross floor area used or intended to be used by tenants, or for the service to the public as customers, patrons,

clients, or patients, including areas occupied by fixtures and equipment for display or sale of merchandise. It shall not include areas used principally for non-public purposes, such as storage, incidental repair, processing, or packaging of merchandise, offices incidental to the management or maintenance of stores or buildings, restrooms, facilities, or exterior balconies.

Food, Beverage, Convenience and Groceries Retail Sales: A grocery store is a store established primarily for the retailing of food. It stocks different kinds of foods from assorted places and cultures, and sells them to customers. Large grocery stores that stock products other than food, such as clothing or household items, are called supermarkets. Small grocery stores that mainly sell fruits and vegetables are known as produce markets. Bodegas and kiosks are small grocery stores that predominantly sell snack foods and sandwiches. Convenience stores typically also retail gasoline.

Foster Home: A residence or building in which 12 to 24-hour care is provided to no more than five (5) children, two (2) or more of which are unrelated to the foster parent. Foster homes are permitted in all residential districts as they are considered a family

Frame Effect: A visual effect on an Electronic Changeable Message Sign applied to a Frame to transition from one Frame to the next.

Frame: A single static image generally used to convey a picture or message or portion thereof that could include multiple frames through scrolling, traveling, and other effects.

Fraternity/Sorority Home: A chapter house, providing residential and dining facilities for members of social organizations with a membership consisting of undergraduate students at colleges and universities. These are single-sex, initiatory organizations with membership considered active during the undergraduate years only. A fraternity or sorority must be recognized by and affiliated with a local college or university.

Free Standing Sign: Any self-supporting ground, pole, pylon, or monument sign which is detached and is independent from any structure.

Freeboard: A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

Frontage: The frontage of a lot is the side nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides adjacent to streets shall be considered frontage and yards shall be provided, as set forth in this document.

Functionally Dependent Use: A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

Funeral, Mortuary, Crematory: A facility for the provision of funeral services, including the preparation of bodies for burial or their disposal by cremation.

Future Land Use Map: A component of the Comprehensive Land Use Plan.

Gas Station: See Service Station.

GBD: General Business District as defined by the most current Development Regulations.

Golf course, private: A golf course, with private membership and ownership, consists of a series of holes, each consisting of a teeing ground, fairway, rough, and other hazards, and a green with a flagstick and cup, all designed for the game of golf. It may include a driving range, restaurant, pro-shop and bar.

Golf course, public: A golf course, with public membership and either private or public ownership, consisting of a series of holes, each consisting of a teeing ground, fairway, rough and other hazards, and a green with a flagstick and cup, all designed for the game of golf. It may include a driving range, restaurant, pro-shop and bar.

Governing Body: The City Commission of Leavenworth, Kansas. **Government Activities or Services:** The rendering of services of a governmental nature (police, fire protection, refuse collection, or code enforcement for example) required within or upon any property regardless of zoning classification.

Government Administrative Buildings and Support Facilities: Primary and accessory structures to be used by United States, Kansas, county, city, and local school districts or governments for the delivery of essential services to the public. This definition does not apply to nonprofit corporations or organizations, which may deliver government services but are not under the jurisdiction of a popularly elected legislative board or commission. All other provisions of the city's Development Regulations, zoning, land use, construction, and property maintenance codes shall apply to government-owned facilities.

Government Offices and Facilities: Any facility, function, office, shop, or place operated by any one of the following governments: United States, State of Kansas, County of Leavenworth, City of Leavenworth, USD 453, or any other division of the state of Kansas with the authority to levy and collect taxes.

Grass: A species of perennial grass grown as permanent lawns or for landscape purposes as distinguished from those species grown for agricultural or commercial seed purposes.

Greenhouse/Nursery: A nursery is a place where plants are propagated and grown to usable size. These include retail nurseries that sell to the public, wholesale nurseries that sell only to businesses such as other nurseries and to commercial gardeners, and private nurseries that supply the needs of institutions or private estates. Some retail and wholesale nurseries sell by mail.

Group Home: Disabled (defined by K.S.A. 12-736): A dwelling unit occupied by not more than ten (10) persons, including eight (8) or fewer persons with a "disability", which is licensed by a regulatory agency of the state. "Disability" refers to persons with physical or mental impairments substantially limiting major life activities.

Gun Sales and Service: Any place, structure, or person licensed by the federal government, which offers the sale, rental, service, repair, or storage of guns, ammunition and shooting accessories.

Health Resort/Spa: A business establishment which people visit for professionally administered personal care treatments such as dietary counseling, various therapies, massages, and facials in a hotel setting where people reside for a day or more.

Heavy Industrial: The production of products, which are either heavy in weight or heavy in the scale of the processes leading to their production. Products are often produced with by the use of smelters, furnaces, and high energy or raw material inputs. Often heavy industrial processes involve the use of large machines, smokestacks, hazardous products, and waste chemicals. Typical Heavy Industrial processes have some negative effects on the surrounding property through the emission of noise, large vehicle traffic, particulate matter emissions, mechanical vibration, unpleasant smells, and or deleterious environmental impacts. Heavy industrial projects can be generalized as more capital intensive or as requiring greater or more advanced resources, facilities or management. These industries are often the most heavily regulated by the federal or state governments.

Heavy Vehicle/Equipment Sales, Rentals, and Service:

Heliport: Any location where one or more heaver than air rotor-wing craft capable of containing a human, takeoff or land, and for which ground facilities necessary to these operations are constructed.

Highest Adjacent Grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic and Monument Sites: Any site so designated by the local, state, or federal Government.

Historic District: An area designated as an historic district and which may contain within definable geographic boundaries one or more significant sites, structures or objects and which may have such other structures which contribute to the overall visual characteristics of the significant structures or objects located within the designated area, and are free from non-contributing structures which detract from the historic properties.

Historic Preservation: The study, identification, protection, restoration and rehabilitation of buildings, sites, structures, objects, districts, and areas significant to the history, architecture, archaeology or culture of the city, state or nation. Preservation may include work to halt the process of decay, normal maintenance, and other measures to retain and sustain the nature, form, material, and integrity of historically or architecturally important properties, structures or districts.

Historic reconstruction: The reproduction of the exact form and detail of a vanished building, site, structure or object or a part thereof, as it appeared at a pertinent time using materials based on precise historical documentation and specification, including construction method.

Historic replication: the reconstruction of structural elements, which match the shape and size but may be made of different materials or methods than those used in the original construction.

Historic restoration: the accurate reconstruction of structural elements matching in shape, size and texture the original construction method and material, including removal of materials that are not appropriate to the structure.

Historic Structure: Any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

Historically or Architecturally important feature: The qualities present in a structure, property, or district because it: (a) Is associated with an event or events that significantly contributed to the broad patterns of the history or architectural heritage of the city, state, or nation. (b) Is associated with the life of a person(s) significant to the history of the city, state, or nation. (c) Embodies distinctive characteristics of a type, design, period, or method of construction. (d) Represents the work of a master craftsman or possesses high artistic value. (e) Exemplifies the cultural, political, economic, social, or historic heritage of city, state, or nation. (f) Contains elements of design, detail, materials, or craftsmanship which represent a significant construction innovation. (g) Is part of or related to a square, park or other distinctive area that was or should be developed or preserved according to a plan based on a historic or architectural motif. (h) Is an established and familiar visual feature of a neighborhood or of the community. (i) Has yielded or is likely to yield archeological artifacts and/or information.

Holiday Decorations: Displays erected on a seasonal basis in observance of religious, national, or state holidays that are not intended to be permanent in nature and that do not constitute commercial signs.

Home Occupation: A business, profession, service, or trade, meeting the qualifications of and permitted by the Supplementary District Regulations of this ordinance, conducted for gain or support within a residential building.

Hospital: An institution for health care providing patient treatment by specialized staff and equipment, and often, but not always providing for long-term patient stays.

Hotel: A building or portion thereof, or a group of buildings, which provide sleeping accommodations for transients on a daily or weekly basis for pay, whether such establishments are designated as a hotel, inn, automobile court, motel, motor inn, motor lodge, tourist cabin, tourist court, or otherwise.

Hotels and Motels (with accessory uses): A commercial establishment that provides guest-lodging accommodations consisting of a room with a bed, bathroom, climate control and maid service on a short-term basis. Hotels typically have rooms exiting on to a semi-secure central hallway. Motels typically have rooms exiting directly to the outdoors and have parking close to the room door.

Identification Sign: Any sign giving the nature, logo, trademark or other identifying symbol, address, or any combination of the name, symbol, and address of a building, business development, or establishment on the premises where it is located.

Illegal Lot Combination/Transfer: A lot that contains one (1) or more portions of a lot or lots of record. The transference of a portion of a platted lot without a replat of both the donor and recipient lots is illegal.

Illegal Sign: A sign that violates the intent or provisions of the sign code and is installed or erected after the effective date of the current sign code or was illegally installed before the effective date of the sign code and is not in conformance with the sign code.

Illuminated Sign: A sign lighted by, or exposed to, artificial lighting either by lights on or in the sign or directed toward the sign.

Illumination: The amount of light that is incident to the surface of an object. This is the method for describing ambient light levels or the amount of light that is projected onto a front-lit sign. This parameter is typically measured in Lux (foot-candles x meters).

Improvements: Street and drainage work and utilities that are to be installed, or agreed to be installed in conformance to City of Leavenworth's standard and specifications, by the subdivider on the land to be used for public or private use of the lot owners in the subdivision, as a condition precedent to and acceptance of the final plat.

Indirectly Illuminated Sign: A sign whose source of Illumination is exterior to the body of the sign with the light shining directly on the sign.

Indoor Commercial Recreation/ Entertainment: Any facility for recreation, which is indoors, and commercial in nature.

Indoor Shooting Ranges: Any indoor shooting range for guns or archery meeting National Rifle Association standards for the design, construction, and operation of the facility.

Infill Construction: Construction of a new residential or commercial structure on a previously platted and developed lot where one or more main structures were removed. Infill constructions shall conform to established setback lines, building orientation, mass, form, and architectural styling of the surrounding buildings.

Inoperative Vehicle: A vehicle that is wrecked, partially dismantled and/or damaged to the extent that the equipment required by State statute on any such vehicle used on the streets and highways is not present or is not in good condition or proper adjustment or such vehicle is in an inoperable condition or a condition that would render the operation on the streets and highways a hazard to public safety.

Internally Illuminated Sign – A sign in which the source of Illumination is contained within the sign.

Inter-Parcel Access: A private, vehicular way adequate to convey vehicular traffic from the subject property to adjacent properties in an unimpeded manner.

Jails and Prisons: Places in which people are physically confined and, usually, deprived of a range of personal freedoms. In the United States, "jail" and "prison" refer to separate levels of incarceration; generally speaking, jails are county or city administrated institutions which house both inmates awaiting trial on the local level and convicted misdemeanants serving a term of one year or less, while prisons are state or federal facilities housing those awaiting trial on the state or federal level and convicted felons

serving a term of more than one year. On the federal level, this terminology has been largely superseded by a more complex five-tier system implemented by the Federal Bureau of Prisons that ranges from low security "Prison Camps" to medium security "Correctional Institutions" and finally maximum security "Penitentiaries."

Junk Yard: The use of any lots, portion of a lot, or tract of land for the storage, processing, sale, or abandonment of junk, including scrap metal or other scrap material, or for the dismantling, demolition or abandonment of automobiles, or other vehicles, or machinery or parts thereof

Junkyard, Salvage Yard: The location of a dismantling business where wrecked or decommissioned vehicles or other scrap is brought, their usable parts are sold for use in operating vehicles, while the unusable metal parts, known as scrap metal parts, are processed and sold to metal-recycling companies.

Kansas Register/State Register: The current State Register of Historic Places as prepared, approved and amended by the State Historic Sites Board of Review and authorized by KSA 75-2701, et.seq.

Kennel: A facility, which houses, boards, breeds, or trains five (5) or more dogs or cats by other than the owner.

Landfill, Construction and Demolition: An approved location through the special use permit process wherein the following can be deposited: waste building materials and rubble resulting from construction, remodeling, repair or demolition operations on houses, commercial buildings, other structures, and pavement.

Landfill, Cut And Fill: A location wherein clean fill dirt may be deposited or cut with the approval and review of the Director of Public Works.

Landfill, Municipal Solid Waste: A landfill accepting all types of material as regulated by the State of Kansas not including Construction and Demolition Landfills or Cut and Fill Landfills. Municipal Solid Waste Landfills are not allowed in the City of Leavenworth.

Landowner: (Also known as property owner) The legal or beneficial owner or owners of all land proposed for action under this ordinance. The holder of a contract to purchase or other persons having an enforceable proprietary interest in such land shall be deemed a landowner or property owner for the purpose of this ordinance.

Landscape Material: Living material such as trees, shrubs, ground cover/vines, turf grasses, and non-living material such as: rocks, pebbles, sand, bark, brick pavers, earthen mounds (excluding pavement), and/or other items of a decorative or embellishment nature such as fountains, pools, walls, fencing, sculpture, etc.

Landscaped Open Space: All land area within the property lines not covered by building or pavement.

Leavenworth Landmark: A site, structure, or object designated as a landmark by the City Commission deemed worthy of preservation because of its historic, archaeological, and/or architectural significance to the City, state or nation.

Legal Setback Line: A line established by the Development Regulations beyond which no building may be built. A legal setback line shall be measured from the property line, not the curb line.

Library: A collection of sources, resources, and services, and the structure in which it is housed, organized for use and maintained by a public body, an institution, or a private individual.

Light Industrial: Light industry is usually less capital intensive than heavy industry, and is more consumer-oriented than business-oriented. Most light industry products are produced for end users rather than as intermediates for use by other industries. Light industry facilities typically have less environmental impact than those associated with heavy industry. Light industry is a manufacturing activity that uses moderate amounts of partially processed materials to produce items of relatively high value per unit weight. Examples of light industries include the manufacture of clothes, shoes, furniture, consumer electronics, and home appliances. Light industries require only a small amount of raw materials, area, and power.

Local Streets: A street whose primary purpose is to provide access to private property.

Lot Area: The total square footage area of the property bounded by the front, side and rear lot lines, excluding all dedicated rights-of-way.

Lot, Buildable: Any lot of record meeting the zoning minimums or lot of record that has frontage on a dedicated street that is open and maintained by the city. A street of less than a minimum right-of-way width shall require dedication of additional right-of-way prior to the issuing of any building permits. No permits for residential uses shall be issued on streets that are not open, dedicated, and maintained by the city except in a PUD.

Lot Coverage: The portion of a lot occupied by the building footprint and all impervious surfaces.

Lot Line, Front: The property line dividing a lot from the right-of-way of a street. On a vacant corner lot, the shorter street right-of-way shall be considered as the front line. On a developed corner lot, the front line should be determined by the structure's main entrance.

Lot Line, Rear: The lot line opposite and most distant from the front lot line and most nearly parallel to it.

Lot Line: Lot boundary line or property line.

Lot of Record: A lot which is a part of a subdivision, the map of which has been recorded in the office of the Register of Deeds of Leavenworth County; or a parcel of land described by metes and bounds, the deed to which was recorded in the office of the Register of Deeds prior to the adoption of this ordinance.

Lot Width: The distance between the side lot lines, measured along the front setback line as established by this ordinance. Where the front setback line is curvilinear, lot width shall be measured along the tangent to this curve.

Lot, Depth Of: The average horizontal distance between the front and rear lot lines.

Lot, Double Frontage: A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot.

Lot, Interior: Any lot other than a corner lot.

Lot/Parcel/Tract: As defined by the State of Kansas.

Lot: A parcel or tract of land under single ownership or control. A lot may consist of one (1) or more lots of record. Multiple lots may be developed as one lot if internal easements are voided. A portion of land in a subdivision or other parcel of land, intended as a unit for transfer of ownership or for development.

Lowest Floor: The lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

LPC: The Leavenworth Preservation Commission.

Luminance: The amount of light that emanates from an internally illuminated sign. This parameter is measured in nits. The nit levels necessary for the sign to be legible vary with the ambient light conditions. On a sunny day, the nit levels must be very high, while at night, the levels must be very low to prevent the image from distorting and to prevent glare.

Major Arterial Street: A street of great continuity which serves as a major thoroughfare whose primary function is to move traffic from and to principal traffic generators within the region

Mansard Sign – A sign mounted on a roof with two angles of slope, the lower portion of which is steeper and architecturally comparable to a building wall. Also may be a vertical façade that imitates a roof. A mansard sign is a wall sign.

Manufactured Home Park or Subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufactured/Mobile Home Community: A community consisting entirely of single family homes manufactured off-site. Typically, residents pay a lot rental fee to the owner of the community.

Manufacturing, Fabrication, and Assembly: Any place or structure where value is added to a material product through manufacturing techniques.

Map: The Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

Marina: A marina is an artificial harbor with wharfs keeping boats and yachts and with services for recreational boating. A marina may have refueling, washing and repair facilities, ship chandlers, stores and restaurants. A marina may include ground facilities such as parking lots for vehicles and boat trailers and boat ramps to transfer trailered boats into the water. A marina may have a boat hoist operated by service personnel. A marina may have out-of-water-storage for out-of-season boat storage. A marina differs from a port in that a marina does not handle large passenger ships or cargo from freighters.

Market Value or Fair Market Value: An estimate of what is fair, economic, just, and equitable value under normal local market conditions.

Marquee Sign: A sign made a part of a marquee and designed as either a manual changeable message sign or an electronic changeable message sign. A marquee sign is a wall sign.

Marquee: A hood, canopy, or awning of permanent construction that projects from a wall of a Building, usually above an entrance.

Mass: The ratio of solid wall space to window and door openings on a building footprint and all impervious surfaces with the sole exception of sidewalks.

Mausoleum: A stone or masonry building with places for entombment of the dead above ground level.

Maximum Extent Feasible: Reasonable efforts have been undertaken to comply with the regulations, but the cost of compliance clearly outweighs the potential benefits to the public or would unreasonably burden the proposed project, and reasonable steps have been undertaken to minimize any potential harm or adverse impacts resulting from noncompliance with the regulation.

Mean Sea Level: For purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

Medical and Dental Clinics and Offices: A clinic is a health care facility that is primarily devoted to the care of outpatients. Clinics can be privately operated or publicly managed and funded, and typically, cover the primary health care needs of populations in local communities, in contrast to larger hospitals which offer specialized treatments and admit inpatients for overnight stays. Clinics are often associated with general medical practice, run by one or several general practitioners or practice managers.

Membership Clubs: An organization composed of people who voluntarily meet on a regular basis for a mutual purpose. The term club is not a legal term per se, but a group that organizes itself as a club must comply with any laws governing its organization and otherwise be cognizant of the legal ramifications in undertaking to organize itself in this manner.

Message: As used in the sign code, a text, image, or combination thereof meant to be comprehended as a whole by the viewer. Each simple concept shall be deemed a separate message. A message can be either a static display or a display that, not fitting onto the screen all at once, is broken into parts, which appear sequentially, scrolling across the screen. Electronic changeable message signs are capable of changeable messages.

Mini-Storage: A business that owns and operates a facility that is subdivided into self-storage spaces, which are rented to tenants, usually on a monthly basis. Self-storage facilities lease space to individuals, usually storing household goods, or to small businesses, usually storing excess inventory or archived records. The rented spaces are secured by the tenant's own lock and key. Facility operators do not have casual access to the contents of the space, unlike a professional warehouseman. A self-storage operator does not take possession, care, custody, or control of the contents of the storage rental space unless a lien is imposed for non-payment of rent.

Minor Arterial Street: A street whose primary function is the same as that of a principal arterial street, except that it serves on a small community scale, and provides destinations to specific traffic generators.

Mobile Home Park: Any lot, tracts, or parcel of land used or offered for use in whole or in part with or without charge for parking of mobile homes for non-transient use, but shall not include mobile home sales lots on which unoccupied mobile homes are parked for the sole purpose of display, inspection, sale or storage.

Mobile Home Space: A plot of ground within a mobile home park designed for the accommodation of one (1) mobile home.

Monument Sign: A freestanding sign having the appearance of a solid base of landscape construction materials such as brick, stucco, stonework, textured wood, tile or textured concrete materials. The base of a monument sign shall be architectural in nature, with a concealed means of support, and utilize materials consistent with the design of the building it is identifying.

Motel: See Hotel.

Motion: As used in the sign code, the depiction of movement or change of position of text, images, or graphics. Motion shall include, but not be limited to, visual effects such as dissolving and fading text and images, scrolling sequential text, graphic bursts, lighting that resembles zooming, twinkling, or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes and similar actions.

Motor Vehicle Repair: General repair, engine rebuilding, rebuilding, or reconditioning of motor vehicles; collision service such as body, frame, or fender straightening and repair; overall painting; but not including painting of automobiles unless conducted in a completely enclosed spray booth. Motor vehicle repair service shall only be performed within an enclosed yard or structure. All inoperable vehicles shall also be stored within an enclosed yard or structure.

Moving and Storage Facilities: A facility for the storage and dispatching of household or commercial relocation services, trucks and crews. It may also contain facilities for the warehousing of household or commercial goods in short term or long-term storage.

Name Plate Sign: A single-faced, non-illuminated wall sign that displays only the name and/or occupation of the person or persons occupying space in a building. Name plate signs may be incorporated within wall signs and shall otherwise be subject to regulations restricting wall signs.

National Register: The current National Register of Historic Places established by the National Preservation act of 1966, 80 Stat. 915.16 USC 470 *et seq,* as may be amended.

Neighborhood Recycling Center: A center, designed to serve a limited area or specific neighborhood, for the collection of specific materials, which may be recycled. It is not a center for the on-site processing of used materials into new materials. Recyclable materials include many kinds of glass, paper, metal, plastic, textiles, and electronics. The composting or other reuse of biodegradable waste, such as food or garden waste is not considered recycling under this definition. Materials to be recycled are brought to a

collection center by local residents. Commercially generated recyclables are not to be deposited in neighborhood recycling centers.

New Construction: Construction of site infrastructure or a new element, building, or structure.

New Construction: For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

NFIP: The National Flood Insurance Program.

Nit: A unit of measure of brightness or luminance. One nit is equal to one candela/square meter.

Non-Affixed Sign: Any sign that is not permanently affixed to a building, structure or the ground.

Non-Commercial Message: Any message, content, text, or display that is not a commercial message.

Non-Commercial Sign: Any sign that is not a commercial sign.

Non-Conforming Lot of Record: A lot which is part of a recorded subdivision or a parcel of land, the deed to which was recorded prior to the adoption of the original Subdivision Regulations in the city, July 19, 1966, and neither the lot nor parcel complies with the lot width or area requirements for any permitted uses in the district in which it is located.

Non-Conforming Signs and Billboards: Any sign or billboard that was installed prior to the passage of this sign code and that was a legal sign, but which does not now conform to the requirements of this sign code.

Non-Conforming Structure: An existing structure which does not comply with the lot coverage, height or yard requirements which are applicable to new structures in the zoning district in which it is located.

Non-Conforming Use: An existing use which does not comply with the use regulations applicable to new uses in the zoning district in which it is located.

Non-Contributing: A building, site, structure or object that does not add to the architectural quality, historic association or archaeological values for a landmark or historic district because it was not present historically, or has been altered or changed which has destroyed its historic integrity and it is incapable of being restored, or it cannot independently meet the criteria for landmark designation.

Non-Residential Swimming Pools: Swimming pools operated by a private membership organization or government.

Normal Maintenance/Repair: Any work designed to correct damage or deterioration to the condition that existed prior thereto. "Normal maintenance" includes all work performed on structures by a property owner which does not require a permit as prescribed by the City's development regulations.

Nursery Care or School: See Child Care Center or Day Care Home.

Nursing Home/Hospice: A nursing home, convalescent home, Skilled Nursing Unit, care home, rest home, or hospice which provides a type of care for its residents. It may be a place of residence for people who require constant nursing care and have significant deficiencies with activities of daily living. Residents include the elderly and younger adults with physical or mental disabilities. Residents in a skilled nursing facility may also receive physical, occupational, and other rehabilitative therapies following an accident or illness. Hospice is a type of care that focuses on the palliation of a terminally ill patient's symptoms. These symptoms can be physical, emotional, spiritual, or social in nature.

Official Sign: Any sign installed or erected by a governmental body or agency or by a public utility such as traffic signs, signals, regulatory devices or warnings; signs designating properties or structures officially designated by the federal, state or local government as being of historical significance or other similar signs. Commercial signage by a utility is not an official sign.

Off-Premise Sign: A commercial sign containing a message that pertains to a business, establishment, person, organization, activity, entertainment, event, condition, place, service or product that is not principally located, or primarily manufactured, produced, available, furnished or sold on the premises upon which the sign is erected, The on-premises/off-premises distinction applies only to commercial signs.

On-Premise Sign: A sign advertising an establishment, business, person, activity, good, product, or service that is located on the premises upon which the sign is erected.

Open Space, Common: An area of land or water or combination thereof reserved for the passive and active recreation of the residents of a designated area. Such area shall not include areas used for streets, alley, driveway, private roads, off-street parking, or loading areas, utility easement, trash collection point or private yard area not open to common use by these residents.

Open Space: An area of land or water or combination thereof planned for passive or active recreation, but does not include areas utilized for streets, alleys, driveways or private roads, off-street parking for loading areas, or required front, rear, or side-yards.

Orientation: Direction on a lot followed by the building's dominant lines, i.e., front-to-back or side-to-side.

Outdoor Commercial Recreation: Any facility for recreation, which is outdoors, and commercial in nature.

Parking Lot or Garage (Commercial, Non-Accessory): Defined in the Off Street Parking section of these regulations.

Parking Lot: A parcel of land devoted to the parking of motor vehicles, which considers the width, length, turning radii and ingress/egress requirements of a standard sized automobile. A parking lot will be sealed with a dustless, all-weather surface.

Parking Space: Off-Street: A parcel of land, which is required for parking purposes by this ordinance, on or near the property where the particular use is located. Parking places required by this ordinance cannot be located on any part of a public easement or dedicated right-of-way.

Parking Space: The portion of a parking lot sufficient in size to store one automobile. The minimum design established is 8 1/2' x 18'.

Parks and Open Space:

Participating Community: An "eligible community"; a community in which the Administrator has authorized the sale of flood insurance.

PC: Planning Commission

Pedestrian Way: A right-of-way dedicated to public use, which cuts across a block to facilitate pedestrian access of adjacent streets and properties.

Permit: A signed document from a designated community official authorizing development. As relating to floodplain management a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

Person: Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

Pervious Pavement: A pavement system with traditional strength characteristics but which allows rainfall to percolate through it rather than running off. A pervious pavement system uses either porous asphalt, pervious concrete, or plastic pavers interlaid in a running bond pattern and either pinned or interlocked in place. Porous asphalt consists of an open graded course aggregate held together by asphalt with sufficient interconnected voids to provide a high rate of permeability. Pervious concrete is a discontinuous mixture of Portland cement, coarse aggregate, admixtures, and water that allows for passage of run-off and air. Examples of permeable pavement systems include Grasspave2®, Gravelpave2®, Turfstone®, and UNI Eco-stone®.2

Pet Grooming: The hygienic care and cleaning of a pet as well as a process by which a pet's physical appearance is enhanced.

Pet Shops: Any location where the retail sales of pets and pet accessories occurs.

Petroleum Pipeline and Pressure Control Stations: Any facility used to measure or maintain the conditions in a pipeline operated by a public utility.

Placement: Building siting or positioning on a lot, as determined by its setbacks. Placement also refers to the positioning of individual elements on a building.

Planned Unit Development (PUD): A single parcel or contiguous parcels of land intended to be developed in accordance with an overall design plan, which may include residential, commercial, industrial, or public land uses or a mixture thereof.

Planning Commission: Shall mean the Leavenworth City Planning Commission.

Pole Sign: A freestanding sign supported by uprights, braces, columns, poles, or other vertical members that are not attached to a building.

Portable Sign: A temporary sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels or by a person, a sandwich board sign, balloons or other gas or air filled objects used as commercial signs, and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless that vehicle is used in the normal day-to-day operations of the business.

Porte Cochere: (pronounced port co-SHARE) The architectural term for a porch- or portico-like structure at a main or secondary entrance to a building, through which a horse and carriage (or motor vehicle) can pass in order for the occupants to alight under cover, protected from the weather.

Post Office Branches: Any physical subdivision or staffed permanent presence of the United States Postal Service.

Preliminary Plat: A plan made for showing the design of a proposed subdivision and the existing conditions in and around it. This plan need not be based on a detailed final survey of the property.

Principal Structure: A structure in which a dominant use of the lot on which the structure is located is conducted.

Principal Use: The main use of land or structures as distinguished from a subordinate or accessory use.

Principally Above Ground: At least 51 percent of the actual cash value of the structure, less land value, is above ground.

Private Club: "Class B Club" A premises operated for profit by a corporation, partnership or individual, known as the management, to which premises the management allows persons, known as members to resort for the consumption of food or alcoholic beverages and for entertainment.

Private Club: “Class A Club" A premises owned or leased and operated by a corporation, partnership, business trust or association, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates, their families and invited and accompanied guests, and which is not operated for a profit other than such as would accrue to the entire membership. A corporation, partnership, business trust, or association not operated for a profit, for the purposes of the definition of a Class A Club shall only include a corporation, partnership, business trust, or association, which has been determined to be a bona fide nonprofit social, fraternal or war veterans club.

Projecting Sign: A sign that projects from and is supported by a wall of a building or structure. (Sign face may be perpendicular to the wall.)

Property Identification Sign: A sign identifying a neighborhood, subdivision or other residential development. A property identification sign may not be a temporary sign.

Property Line: The boundary line (front, side, or rear) of land owned by an individual, firm or corporation described by metes and bounds or by a plat lot number.

Public Interest Sign: Any sign intended to convey a legal right or restriction on a property, such as a "No Trespassing" sign; a sign intended to warn the public of a bona fide danger on the property, such as a "Beware of the Dog" sign; or a sign placed by order of a court or by a government official in the normal course of their duties. Public interest signs shall include signs identifying a structure or area as a historic structure or place.

Public or Private Membership: Any structure or area under the control of a group with restricted membership.

Pylon Sign: A freestanding sign with a visible support structure that may or may not be enclosed by a pole cover.

Racing Facilities: Any facility, with any surface, where motorized, electric, or internal combustion, vehicles with one or more human occupant race, practice, or test for racing purposes.

Racquet Club: A commercial facility for the playing of squash, tennis, or racquetball at which there is a clubhouse including restrooms. Such a facility may provide additional services customarily furnished by a club such as swimming, outdoor recreation, and related retail sales that may include a restaurant and cocktail lounge as a secondary use.

Radio, Television, and Recording Services: Any facility where electronic media for radio, television or other methods of distribution is made for commercial purposes.

Railroad Terminal: Any passenger or freight terminal used by a railroad company.

Ranching: The raising of livestock for commercial sale.

Reasonably Safe from Flooding: Base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

Recreational Vehicle: A vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Recycling Collection Station: As opposed to a neighborhood recycling centers, recycling collection stations are designed to serve a city sized area for the collection of specific materials, which may be recycled. It is not a center for the on-site processing of used materials into new materials. Recyclable

materials include many kinds of glass, paper, metal, plastic, textiles, and electronics. The composting or other reuse of biodegradable waste, such as food or garden waste is considered recycling under this definition. Materials to be recycled are brought to a collection center by local residents and businesses. Commercially generated recyclables may be deposited at Recycling Collection Stations.

Religious Assembly: Any assembly of one or more people in furtherance of their shared spiritual beliefs.

Remedy a Violation: As used in Article X, Floodplain Management, **t**o bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

Residential Home-Stay: Any furnished residential structure wherein one limited-term boarder (not to exceed 180 days) is allowed the use of an entire structure, or a portion of a structure, and its grounds. No management or owner presence is required and no meals are served. In approval of a **Residential Home Stay** the city may consider impact on neighbors' parking needs, etc. and place additional requirements as deemed appropriate. Such a business shall be registered with the City Clerk as a rental property.

Residential: A Residential zoning district, RI-25, RI-9, RI-6, R4-16, RMF, and MP as defined by the most current Zoning Ordinance.

Restaurant, Drive-thru or Drive-in: An establishment whose primary business is the serving of food to the public, including, but not limited to, the types of business establishments customarily referred to as cafeterias, coffee shops, dairy bars, restaurants and soda fountains. The Drive-in or Drive-thru component refers to a situation where food and drink are served for consumption, on or off the premises by order from and service to vehicular passengers outside the structure.

Restaurant: An establishment whose primary business is the serving of food to the public, including, but not limited to, the types of business establishments customarily referred to as cafeterias, coffee shops, dairy bars, restaurants and soda fountains.

Retreat House: A residential dwelling wherein short-term boarders are allowed (not to exceed one week) to share living space and participate in specifically defined activities related to hobbies or other shared interests.

Riding Academies/Stables: Any facility dedicated to equine activities, to include teaching riding, riding, showing, boarding, maintenance, care, breeding, and rental of horses.

Right-of-Way: A public way established or dedicated by duly recorded plat, deed, grant, governmental authority or by operation of the law.

Risk Premium Rates: Those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. "Risk premium rates" include provisions for operating costs and allowances.

Roof Sign: A sign erected upon or above a roof or parapet of a building or structure, affixed to, supported by, or braced upon the roof joists or rafters.

Salvage/Junkyard: The use of any lot(s), portion of a lot, or tract of land for the storage, processing, sale or abandonment of junk, including scrap metal or other scrap materials, or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

Sandwich Board Sign: A self-supporting A-shaped freestanding, portable, temporary sign with only two visible sides angled, rather than parallel and flush; also called an A-Frame sign. These signs are situated to a business, typically on a sidewalk.

Scale: The size, both height and width, of a building or structure. Scale is influenced by patterns, shapes, and sizes of materials, components, and openings.

School, Elementary and Middle (Public and Private): As defined by the State of Kansas.

School, Senior High: As defined by the State of Kansas.

School, Vocational-Technical and Trade: As defined by the State of Kansas.

Screening (Screening Enclosure Or Properly Screened): A solid or semisolid fence or wall at least six (6) feet high but not more than eight (8) feet high, having a density of not less than eighty (80) percent per square foot. A landscape screen consisting of trees, shrubs or hedges meeting density requirement may be used to meet the requirement. Fence or wall shall be maintained in good condition by owner or owners of the property.

Scrolling/Travel: A frame effect where the frame is changed by the apparent vertical or horizontal movement of a frame or of the letters or graphic elements of the message.

Secretary: Secretary of the Planning Commission.

Semi-Permanent Structures: Structures that have a general lifespan less than that of the primary structure. Examples include both above and below grounds swimming pools, storage sheds, play structures, and gazebos.

Senior Housing: Housing for people over 55 and their immediate family members, which may include some limited on-site care.

Service Station, Automobile: A retail business engaged primarily in the sale of motor fuels; but also in supplying goods and services generally required in the operation and maintenance of automobiles.

Setback Line or Building Line: A line fixed parallel to the lot line beyond which a building cannot extend under the terms of the Development Regulations. It is equivalent to the yard requirement.

Set-Back: The required distance between each structure located on a building lot and the property lines of the lot. **Setting:** The immediate physical environment of a building, structure, site, or district.

Sexually Oriented Business: A business establishment open to the public, or to members, that offers for sale any or all of the following: nude or semi-nude entertainment, sexually oriented outcall services, sexually oriented retail sales of products, seminude dancing, and seminude dancing agencies. These include any facility or establishment which offers for sale, loan or rental any printed, recorded, photographed, filmed or otherwise viewable material, or any sexually oriented paraphernalia or aid, if a substantial portion (over 25%) of the stock or trade is characterized by an emphasis on matters depicting, describing or relating to sexual activities. This may also involve employees, contractors or other workers displaying uncovered male or female genitals or nude female breasts related to some form of monetary compensation paid to the entity operating the use or to persons involved in such display.

Shape: Surfaces and edges of a building and individual elements.

Shelter Home: Shelter Home means an enclosed building, or portion thereof, operated by a nonprofit entity for the purpose of providing shelter, bathing and restroom facilities, a secure place for belongings, and sleeping accommodations for people at no charge. A shelter home may include related support such as meals, medical services, social services, counseling, and training.

Shelter, Domestic Violence: A place of temporary refuge and support for people escaping violent or abusive situations.

Shrub: Any self-supporting, woody plant of a species, which normally grows to an overall height of less than fifteen (15) feet in this region.

Sidewalk: A paved walk for pedestrians along and at the side of a street.

Sign Alteration: The replacement, enlargement, reduction, reshaping, changing, or adding to a sign, sign structure or other supporting members.

Sign Face: The entire area within a square, circle, rectangle, triangle or combination thereof that encompasses the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including the sign structure.

Sign Maintenance: The normal care and minor repair necessary to retain a safe, attractive, and finished sign, sign surface, or sign structure. Changing the copy or a logo on a sign face without increasing sign dimensions shall be considered sign maintenance, if the information, product or service depicted remains the same and if the sign is to serve the identical establishment using the same business firm name as before the change.

Sign Refacing – The changing or replacing of the words, numerals or other aspects of the sign face to serve a different establishment or business, or to create a substantially different visual effect without alternating, moving, or replacing the sign, sign structure, or sign face.

Sign Structure: The support, poles, upright bracing or brackets and framework for any sign that is mounted on or affixed to a building, structure, or the ground. A sign structure may be a single pole and may or may not be an integral part of the building.

Sign Surface: The entire area aggregated on all sign faces, within a square, circle, rectangle, triangle or combination thereof that encompasses the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including the sign structure.

Sign: Any device, fixture, or placard on a structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public. Flags are not signs. All signs must conform to the applicable city codes.

Site (Historic): The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself possesses historic, cultural, or archeological value.

Site: A parcel, lot, or tract of land on which activities are conducted or one or more buildings or structures are located.

Siting: Orientation and placement of a building on a parcel or lot.

Small Wind Energy Systems: Privately owned wind energy generating systems designed to service a single family or building with under 10,000 square feet of floor space.

Snipe Sign: A sign made of material such as cardboard, paper, pressed wood, plastic, or metal that is attached to a fence, window, tree, utility pole or temporary structure or any sign that is not securely fastened to a building or structure or firmly anchored to the ground.

Social Service Center: A facility whose sole purpose is to provide informational, educational, social, or economic counseling or other similar services to persons residing in the city or county. A social service center must be sponsored and operated by a not-for-profit organization whose stated purpose is to improve quality of life within the city and county. This does not include nursing homes, fraternal orders, or private clubs.

Solar Collection Systems: Technologies employed to convert solar energy into usable light or heat, cause air-movement for ventilation or cooling, or store heat for future use. Active solar uses electrical or mechanical equipment, such as pumps and fans, to increase the usable heat in a system. Solar energy collection and utilization systems that do not use external energy, like a solar chimney, are classified as passive solar technologies.

Solid Waste Facility: Any facility, which serves to collect, distributes or temporarily store household generated solid waste.

Special Event Sign: A sign identifying a grand opening, parade, festival, fund drive or similar occasion.

Special Flood Hazard Area: See "area of special flood hazard."

Special Hazard Area: An area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

Sports/Entertainment Arena or Stadium: Any place or structure where more than 100 people can gather to watch a sporting or entertainment event.

Start of Construction: Includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State Coordinating Agency: The Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

State Historic Preservation Officer or SHPO: The person who has been designated by law and by the Governor of the State of Kansas to administer the State Historic Preservation Program for carrying out the provisions of the National Historic Preservation Act of 1966, as amended and related laws and regulations.

State Review Board: The Kansas Historic Sites Board of Review as established in KSA 75-2719a.

Static: Having no motion; being at rest; fixed, stationary.

Street: A right-of-way, dedicated to the public use, or a private right-of-way, which provides principal vehicular and pedestrian access to adjacent properties.

Streetscape: All physical elements that may be viewed along a street frontage.

Structure: A combination of materials to form a construction for use, occupancy, or ornamentation whether installed on, above, or below the surface of land or water.

Student Housing: Housing which only students in boarding schools, universities or other educational institutions are eligible to reside.

Studio, Music/Movie/TV: A place for the nurturing and recording of the visual and auditory arts.

Style: The visual appearance of a building, structure, site, or district depicting the influence of shape, materials, detailing or other features associated with a particular architecture.

Subdivider: A person, firm, corporation, partnership, or association who causes land to be divided into a subdivision for himself or for others.

Subdivision (Major): The division of a tract of land into five or more lots or parcels for the purpose of transfer of ownership of building development, or, if a new street is involved, any division of a parcel of land. The term "subdivision" includes "resubdivision," as used herein, shall include any further subdivision of a lot or parcel of land previously subdivided, for sale, use, or other purposes, which vary from the latest, approved plat of the same.

Subdivision (Minor): The division of a tract of land into not more than five (5) tracts, parcels, or lots meeting the requirements set forth herein.

Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial-damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Substantial Renovation: Any alteration affecting the front elevation of a building or costing more than 50 % of the current assessed County tax valuation.

Substantial Work: Work comprising the expenditure of more than 33% of the value of the project as listed on the building permit.

Sundries, Pharmaceuticals, Convenience Store Retail Sales:

Tailoring, Custom: Making or altering apparel according to personal or special order. The distinction between tailor shops and apparel manufacturing for zoning purposes is: 1. A custom tailoring shop should not have more than the equivalent of fifteen (15) full-time employees and; 2. Building space devoted to tailoring operations and product storage shall not exceed 12,000 square feet of floor space as measured by the exterior spatial dimensions.

Tattoo Parlor/Piercing/Body Art: Any place or structure, which is regulated by the Kansas Board of Cosmetology and where any form of elective body modifications occurs.

Tavern: An eating or drinking establishment where cereal malt beverages are sold for consumption on-premises as regulated by the Alcoholic Beverage Control Division, Kansas Department of Revenue.

Taxi Dispatch: A facility for the radio dispatch of taxis for hire. Taxis may also await dispatching at this location.

Temporary Sign: Any sign, banner, searchlight, sidewalk or curb sign, pennant, valance, flag, balloon, air- or gas-filled figure, or advertising display that is intended to be displayed for a limited period of time

only and is typically constructed from nondurable material, such as paper, plastic, cloth, canvas, light fabric, cardboard, wallboard or other material, with or without frames. Temporary signs may be portable or fixed, but are not intended for permanent display. Temporary signs include, but are not limited to, real estate signs, garage sale signs, grand opening signs, construction signs, land for sale signs and open house signs. Specific restrictions, in addition to those restrictions that apply to all temporary signs, may apply to specially identified types of temporary signs. More comprehensive restrictions apply generally to all signs included in the broad category of temporary signs.

Time and Temperature Sign: An electronic changeable message sign displaying solely the time and temperature.

Tiny Home: A home between 200-400 square feet that is site-built or partially site built, that is set up and secured on a permanent foundation with any means of transporting the unit, including wheels, suspension, axel components, or trailer, being removed. Tiny Homes do not include recreational vehicles, mobile homes, shipping containers, train cars, or any other similar structure or equipment.

Trailer: A vehicular, portable device used for moving people/goods or services between points and usually towed by a motor vehicle (see mobile home).

Transition: As used in the sign code**,** a visual effect (frame effect) used on an electronic changeable message sign to change from one message to another.

Travel Trailer Parks: See camp grounds

Traveling: As used in the sign code, a frame effect where the frame is changed by the apparent horizontal movement of the letters or graphic elements of the message.

Trees: Any self-supporting, woody plant of a species, which normally grows to an overall minimum height of fifteen (15) feet in this region.

Truck Terminal, Freight, Air Courier Services: Any place or structure for the transfer of goods from one means of conveyance to another.

Twirl Time: The time it takes for static text, images, and graphics on an electronic changeable message sign to transition to a different text, images, or graphics.

Uniform Building Code: The current edition of the Uniform Building Code, published by the International Conference of Building Officials.

Unlicensed Vehicle: A vehicle not carrying the currently effective license or registered number plate or plates, including any registration issued to the owner of such vehicle displayed on the vehicle so registered as required by the motor vehicle laws of the State of Kansas.

Urban Agriculture/Community Garden: Any place or structure within the city, which exceeds ¼ acre, where crops intended for human consumption are raised.

Variance: A grant of relief to a property owner from certain provisions of the Zoning Ordinance when because of the particular physical surroundings, shape or topographical conditions of the property,

compliance would result in a particular hardship upon the owner as distinguished from a mere inconvenience or a desire to make money. The variance may be granted for area, yard bulk, or parking requirements but not for a use. Or, a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community. Or, a variation from a specific requirement of the Secretary of the Interior's design standards, as applied to a specific structure or property.

Vehicle Impound Lot: The use of any part of a parcel or tract of land for the storage of automobiles or other vehicles that is not operable or roadworthy according to the laws of Kansas. Generally, these lots receive vehicles because of accidents or abandonment. No salvage of parts is permitted as part of this operation.

Vehicle Storage Lot: The use of any part of a parcel or tract of land for the storage of automobiles or other vehicles including recreational vehicles, that are owned by person(s) other than the operator of the storage lot, for a fee. To qualify to be held in a storage lot, the vehicle need be licensed and roadworthy according to the laws of Kansas.

Veterinary Clinic: Any place or structure where animal health services are provided by a one or more people licensed to provide veterinary services by the State of Kansas.

Video: A high resolution, high frames per second motion picture display.

Violation: As used in Article X, Floodplain Management, the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until that documentation is provided.

Vision Clearance Triangle: A space, triangular in shape, on a corner lot in which nothing is permitted to be built, placed on or grown in a way that would impede visibility. Its purpose is to assure that vehicles and pedestrians have adequate and safe visibility.

Wall Sign: Any sign attached to, erected against, or painted on the face or wall of a building or structure, with the exposed face of the sign in a plane parallel to the plane of the wall. Mansard, awning or canopy, marquee and fascia signs are wall signs.

Warehouse, Mini: A building or portion thereof designed or used exclusively for storing excess personal property of an individual or family when not located on the lot of their residence. Said personal property includes items normally found in the home or in accessory structures to residences including passenger or recreation vehicles, house trailer, boat, excess furniture, and similar household items, which are not used for the conduct of a business. This shall not include the storage of any merchandise, stock, furnishings, or vehicles of a business of any kind.

Warehousing: Any place or structure where the temporary storage of commercial or industrial goods is conducted.

Water Storage: Potable commercial water storage structures or features of more than 10,000 gallons.

Water Surface Elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain riverine areas.

Wearing Apparel and Accessories Retail Sales: Any place or structure where the retail sale of apparel and or accessory goods is conducted.

Wholesale, Storage, Warehouse, and Distribution: Any place or structure where the non- retail temporary storage, sale, or rental of commercial or industrial goods is conducted.

Window Sign: Any sign that is placed on the inside of a window or upon the windowpanes and is visible from the exterior of the window.

Yard, Front: A yard extending the full width of the lot and situated between the street right-of-way and the required building setback line. The front yard of a residential corner lot is the yard adjacent to the shorter street frontage.

Yard, Rear: A yard extending the full width of the lot on which a building is located and situated between the rear lot line and a line parallel thereto and passing through the nearest point of the building.

Yard, Side: A yard extending from the required front yard, or front lot line where no front yard is required, to the required rear yard.

Yard: An open space at grade level on a tract with a building, unoccupied and unobstructed by any portion of a structure from the ground upward except as otherwise provided herein. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or depth of a rear yard, the minimum horizontal distance between the lot line and the nearest architectural projection should be used.

Zone or District: A section or area of the city as depicted by the Zoning District Map, for which uniform regulations governing the use, height, area, size and intensity of use of buildings, land, and open space are herein established.

Zoning District Map: A map or maps with all notations, dimensions, references, and symbols shown thereon depicting individual zoned districts as adopted and amended by the City Commission.

Zoning Ordinance: The text of this ordinance and the accompanying Zoning District Map.

Zoo: A collection of animals for display to the public.

A, ***Table Organization.*** Table A1-1 Table of Permitted Uses classifies land uses and activities into general "use categories" and specific "use types" based on common functional or physical characteristics, such as the type and amount of activity, the type of customers or residents, types of products, how goods or services are sold or delivered, and site conditions. Regardless of whether a use is allowed by right or permitted as a special use, there may be additional standards that are applicable to the use. Uses are allowed as follows:

1. *Permitted By-Right Uses*. "P" in a cell indicates that the use is permitted by right in the respective zoning district and overlay district. Permitted uses are subject to all other applicable regulations in this document, including the use-specific standards in this section.
2. *Special Uses.* "S" in a cell indicates that the use is allowed only if reviewed and approved as a special use in accordance with the procedures of Article II - Administration regarding Special Use Permits. Special uses are subject to all other applicable regulations of this document including the use-specific standards in this section and the requirements of Article IV – Supplementary District Regulations.
3. *Prohibited Uses:* A blank cell indicates that the use is prohibited in the respective zoning district.

B. ***Classification by Interpretation.*** This classification does not list every use or activity that may appropriately exist within the categories and specific uses may be listed in one category when they may reasonably have been listed in one or more other categories. The categories are intended merely as an indexing tool for the specific use type and are not regulatory. When application is made for a use type that is not specifically listed in Table A1-1, Table of Permitted Uses but that appears similar to uses in that table, the Director shall make a determination as to the appropriate classification of any new or unlisted form of land use in the following manner:

1. The Director shall consider the nature of the use and whether it involves dwelling activity; sales; processing; type of product, storage and amount, and nature thereof; enclosed or open storage; anticipated employment; transportation requirements; the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated; and the general requirements for public utilities such as water and sanitary sewer.
2. Standards for new and unlisted uses may be interpreted as those applicable to a similar use.
3. The Director may choose to send a proposed use to the City Commission for interpretation where classification options are unclear or where the potential impact must be considered in the interpretation process.
4. When the Director determines that a new or unanticipated use is so similar in impact to a specific use type, or uses generally within the use category the Director may:
   a. Make the interpretation the use type is generally broad enough to include the use in question; or
   b. For ease of future application and interpretation add the use to the appropriate category in the table. Such administrative adjustment to the table shall not be considered an amendment to this ordinance provided the criterial above are clearly met, and provided notice and comment of the adjustment is placed on the agenda of both the Planning Commission and Governing Body for review and consent.
5. Appeal of the Director's decision shall be made to the City Commission.

Table A1-1, TABLE OF PERMITTED USES
P = Permitted, S = Special Use Permit Required

Use Category	Residential								Non-Residential							Overlay		
Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
RESIDENTIAL USES																		
Household Living																		
Dwelling, Single-Family Detached	P	P	P	P		P	S	P	P		S					P	S	
Dwelling, Two-Family	S	S	S	S	P	P		P	P							P	S	
Dwelling, Townhouse				S	P	P		P	P							P	P	
Dwelling, Multi-Family					P	P		P								P	P	
Dwelling in Mixed-Use Structure Note [1]								P	P	P	P	P				P	P	P
Dwelling, Live/Work								P	P	P	P	P				P	P	P
Dwelling, Manufactured	P	S	S	S			P											
Dwelling, Mobile Home							P											
Group Living																		
Assisted Living Facility	S	S	S	S	S	S		S			P	P				S	S	S
Convent/Monastery	P	P	P	P	P	P	P	P										
Dormitory	S	S	S	S	S	S		S										
Fraternity/Sorority Home	S	S	S	S	S													
Group Home: Disabled (K.S.A. 12-736)	P	P	P	P	P	P	P	P								S	S	S
Nursing Home/Hospice	S	S	S	S	P	S						P				S	S	S
Senior Housing	S	S	S	S	P	P		S			P	P				S	S	S
Shelter, Domestic Violence	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Shelter Home	S	S	S	S	P	P		P	S	S	P	P				S	P	S
Student Housing	S	S	S	S	P	P		P			P	P						
PUBLIC AND INSTITUTIONAL USES																		
Community Services																		
Adult Day Center	S	S	S	S					P	P	P	P				S	P	P
Cemetery	S	S	S	S														

Table A1-1, TABLE OF PERMITTED USES
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Use Category	Residential								Non-Residential							Overlay		
Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Mausoleum	S	S	S	S							P	P						
Civic, Social, and Fraternal Organizations	S	S	S	S				S		P	P	P				P	S	P
Community Centers											P	P				P		P
Government Offices and Facilities	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P
Historic and Monument Sites	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Jails and Prisons													S	S				
Library	S	S	S	S				S	P	P	P	P				P	P	P
Post Office Branches								P	P	P	P	P				P	P	P
Religious Assembly	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Safety Services	P	P	P	P				P	P	P	P	P				P	P	P
Day Care																		
Day Care Center/Preschool	S	S	S	S	S	S	S	S	P	P	P	P				P	P	P
Day Care, Home (6 or less children)	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Day Care, Home (7 or more children)	S	S	S	S	S	S	S	S	P	P	P	P				S	P	P
Educational Facilities																		
College or University	S	S	S	S						P	P	P				S	S	S
School, Elementary and Middle (Public and Private)	S	S	S	S	S	S	S	S	S	S	S	S				S	S	S
School, Senior High	S	S	S	S	S	S	S	S	S	S	S	S				S	S	S
School, Vocational-Technical and Trade									S	P	P	P						S
Health Care Facilities																		
Hospitals									S	S	P	P						S
Medical and dental clinics and offices								P	P	P	P	P				P	P	P
Parks and Open Space																		
Arboretum or botanical garden	S											P				P	P	P
Campground	S																	

Table A1-1, TABLE OF PERMITTED USES
P = Permitted, S = Special Use Permit Required

Use Category / Subcategory / Specific Use Type	Residential								Non-Residential							Overlay		
	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Community playfields, playgrounds, and parks	P	P	P	P				P	P	P	P	P				P	P	P
Golf course, public	S	S	S	S											S			S
Golf course, private	S	S	S	S											S			S
Zoo												P						
Transportation																		
Airport												S	S	S				S
Bus Garage and Equipment Maintenance												P	P	P				
Bus Terminal									S	S	P	P	P	P	P			
Heliport											S	S	S	S				
Railroad Terminal												P						
Taxi Dispatch									S	S	P	P						
Truck Terminal, Freight, Air Courier Services													P	P				
Utility																		
Private Wind Energy Systems	S	S	S	S	S	S	S	S	S	S		S	S	S		S	S	S
Private Solar Collection Systems	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P
Commercial Wind Energy Systems	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Commercial Solar Collection Systems	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Communication Tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Communication Tower – Alternative Structure	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Communication Facility on Existing Structure	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Storage	P	S	S	S	S	S	S	S	S	S	P	P				S	S	S
COMMERCIAL USES																		
Animal Sales and Service																		
Kennel												P	P	P				
Pet Shops									P		P	P				P	P	
Pet Grooming	S	S	S	S				S	P		P	P				S	S	S

Table A1-1, TABLE OF PERMITTED USES
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Use Category / Subcategory / Specific Use Type	Residential								Non-Residential							Overlay		
	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Veterinary Clinic with Boarding									S	S	P	P	P	P		S	S	P
Veterinary Clinic without Boarding									S	S	P	P	P			P	P	P
Assembly																		
Assembly Hall								S	S	P	P	P						
Auction Establishment									S	P	P	P	P					S
Membership Clubs									S	P	P	P				S	S	S
Event Venue									S	P	P	P					P	P
Financial Service																		
Financial Institution, with Drive-thru								P	P	P	P	P				S	S	P
Financial Institution, without Drive-thru								P	P	P	P	P				P	P	P
Food and Beverage Services																		
Food and Beverage General								S	P	S	P	P				P	P	P
Bars or Taverns								S	S	S	P	P				S	P	P
Restaurant, with Drive-in or Drive-thru								S	P	S	P	P					S	P
Restaurant, without Drive-in or Drive-thru								S	P	S	P	P				S	S	S
Office																		
Administrative and Professional Offices								P	P	P	P	P				P	P	P
Offices for Nonprofit, Community Health, and Welfare Service Organizations								P	P	P	P	P				P	P	P
Recreation and Entertainment, Outdoor																		
Arena and Field House											S	P					S	S
Country Club	S	S	S	S								P						
Marina	S										S	S	S					
Outdoor Commercial Recreation and Entertainment	S										S	P	S				S	P
Racing Facilities	S											S	S	S	S			

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Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Riding Academies/Stables	S												S	S	S			
Sports/Entertainment Arena or Stadium									S	S	S	P	S					P
Athletic Facilities	S	S	S	S				P	P	P	P	P	S					
Non- Residential Swimming Pools Public or Private Membership	S	S	S	S							P	P				P		P
Recreation and Entertainment, Indoor																		
Art Gallery or Museum								P	P	P	P	P				P	P	P
Auditorium/Exhibition Hall/Convention Center											S	P					S	P
Indoor Commercial Recreation/ Entertainment											P	P	P			P	P	P
Commercial Services																		
Sexually Oriented Business													S					
Building Services										P	P	P				S	S	P
Business Support								P	P	P	P	P				P	P	P
Contracting Services, no storage or yard											P	P	P	P				P
Funeral, Mortuary, Crematory	S	S	S	S						S	P	P				S	S	S
General Personal Services								P	P	P	P	P				P	P	P
Gun Sales and Service								S	P	P	P	P						
Indoor Shooting Ranges											S	S	P	P				
Maintenance and Repair									P	S	P	P					S	S
Tattoo Parlor/Body Art								P	P		P	P						
Radio, Television, and Recording Services										S	P	P					P	P
Studio, Music/Movie/TV								P	P	P	P	P						
Retail (Sales)																		
Building Supplies and Equipment											P	P	P				S	P
Consumer Goods								P	P	P	P	P				P	P	P
Sundries, Pharmaceuticals, Convenience Store								P	P	P	P	P				P	P	P

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Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Food, Beverage, and Groceries								P	P	P	P	P				P	P	P
Vehicles and Equipment																		
Automobile Repair Shop											P	P	P					
Automobile, Boat, Truck, Motorcycle, RV Sales, Rental, and Service											P	P	S					
Car Wash/Truck Wash									S		S	P	P					
Gas Station									S		P	P	P			S	P	P
Heavy Vehicle/Equipment Sales, Rentals and Service												P	P	P				
Parking Lot or Garage (Commercial, Non-Accessory)	S	S	S	S				S	S	S	P	P	S	S		S	S	S
Visitor Accommodation																		
Bed and Breakfast Inns	S	S	S	S	S	S	S	P	P	P	P	P				S	S	S
Residential Home Stay	S	S	S	S	S	S	S	P	P	P	P	P				S	S	
Boarding and Rooming Houses	S	S	S	S	S	S	S	P	S	S	P	P				S	S	
Camp, Private, Overnight	S																	
Health Resort/Spa										P	P	P						
Hotel										P	P	P				P	P	P
Hotel – Limited Service										P	P	P				P	P	P
Residence Hotels								S	S	P	P	P				P	P	P
Retreat House	S	S	S	S														
INDUSTRIAL USES																		
Industrial Service																		

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Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Animal Research Facilities													S					
Builders Supply Yards and Lumberyards (except when indoors as part of a hardware store)												P	P					
Construction Industry Related Businesses (such as general contractors, electrical contractors, plumbing contractors) /Accessory and Incidental uses												P	P	P				
Educational and Scientific Research, Development, and Testing Services										P	P	P	P	P			P	P
Heavy Industrial														P	S			
Light Industrial													P	P	S			
Petroleum Pipeline and Pressure Control Stations	S	S	S	S	S	S	S	S	S	S	S	S	S	S				
Manufacturing and Production																		
Manufacturing, Fabrication, and Assembly: Custom												S	P	P				
Manufacturing, Fabrication, and Assembly: Light												P	P	P				
Manufacturing, Fabrication, and Assembly: Heavy												S	S	P				
Wholesale, Storage, Warehouse, and Distribution																		
Automobile Towing Service Storage Yard; Impound Lot											S	S	P	P				
Mini-Storage											S	P	P					
Moving and Storage Facilities												P	P					
Warehousing											S	P	P	P				

Table A1-1, TABLE OF PERMITTED USES
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Subcategory / Specific Use Type	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Wholesale Trade or Storage, General												P	P	P				
Wholesale Trade or Storage, Light											P	P	P					
Waste and Salvage																		
Automobile Parts Recycling Business												S	P	P				
Junkyard, Salvage Yard												S	P	P				
Neighborhood Recycling Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S		P	P	P
Recycling Collection Station													P	P				
Solid Waste Facility													S	S				
AGRICULTURE																		
Agriculture/Aquaculture																		
Animal Husbandry (other than dairy)	P																	
Apiary	P	P	P	P	P	P	P	P										
Farming	P																	
Fish Farm/Hatchery	S																	
Ranching	S																	
Greenhouse/Nursery	S	S							S	S	P	P	S	S				P
Urban Agriculture/Community Garden	P	P	P	P	P	P	P	P								P	S	P

NOTE 1: In the CBD, Residential is not permitted within the front half or front 30' of space, whichever is greater, on the 1st floor (Sec 1.17 A,B)

EXHIBIT 2

ORDINANCE NO. 7911

AN ORDINANCE AMENDING THE 2011 DEVELOPMENT REGULATIONS, ARTICLE II. ADMINISTRATION. SECTION 2.12 APPEALS JURISDICTION; ARTICLE XV. BOARD OF ZONING APPEALS; AND TABLE XVI-1 TABLE OF PERMITTED USES OF THE CITY OF LEAVENWORTH, KANSAS BY AMENDING AND PROVIDING ADDITIONAL AND SUBSTITUTE PROVISIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. That the following articles/sections of the 2011 Development Regulations of the City of Leavenworth, Kansas be and are hereby amended by reference and incorporated as fully as if set forth at length herein and the provisions therein shall be controlling within the area of jurisdiction of the City of Leavenworth, Kansas:

ARTICLE II. ADMINISTRATION. SECTION 2.12 APPEALS JURISDICTION; AND
ARTICLE XV. BOARD OF ZONING APPEALS; AND
TABLE XVI-1 TABLE OF PERMITTED USES

Section 2. All sections and portions thereof intended to be omitted clearly marked to show any such omission or showing sections, articles, chapters, parts or portions that are incorporated as the case may be, and to which shall be attached a copy of the incorporated ordinance filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.

Section 3. That all ordinances found to be in conflict with the amendment to the "2011 Development Regulations" be and the same are hereby repealed.

Section 4. That this ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

Passed by the Leavenworth City Commission on this 13th day of November, 2012.

Mayor Larry Dedeke

ATTEST:

CITY OF LEAVENWORTH CORPORATE SEAL

Karen J. Logan, MMC, City Clerk

Summary Published in The Leavenworth Times
Date of Publication: November 16, 2012

EXHIBIT 3

ELECTRONICALLY FILED
2025 Jun 02 PM 5:24
CLERK OF THE LEAVENWORTH COUNTY DISTRICT COURT
CASE NUMBER: LV-2025-CV-000180
PII COMPLIANT

IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	**Case No. LV-2025-CV-000180**
CORECIVIC, INC. AND MISTY LYNN MACKEY,	)	
	)	
	)	
Defendants.	)	

FIRST AMENDED PETITION

The only way I could describe it frankly, what's going on at CoreCivic right now is it's an absolute hell hole. The Court is aware of it. The defense bar is aware of it. The prosecutors are aware of it. The United States Marshals are aware of it. He's doing his best to get people moved as soon as the United States Marshal Service nationally can negotiate contracts with other facilities.

So that's no news to me as well, all that's going on there and causing trauma to everybody – guards are being traumatized. Guards have been almost killed. Detainees are being traumatized with assaults and batteries, and not long ago a detainee was killed. So I'm well aware of the situation at CoreCivic and very troubled by it as well.

United States District Court Judge Julie A. Robinson, *United States v. Mathew Clark,* Case No. 16-cr-20078-JAR, Doc. 87, pp. 46-47 (Transcript of Resentencing, Sept. 8, 2021).

I. INTRODUCTION

1. The foremost responsibility of the Leavenworth City Commission, the City's governing body, is to protect the health, safety, and economic development of its citizens and businesses and to preserve and protect property values throughout the City. To help achieve these objectives, the City has enacted Development Regulations governing the use of land and buildings. These Development Regulations include provisions first enacted by a 2012 ordinance prohibiting the operation of a jail or prison without having a special use permit ("SUP") issued by the City. Through an SUP, the City can impose conditions on the use of land to prevent or mitigate harm,

economic and otherwise, to the City and its citizens arising from the manner in which land is used, including harm caused by some of the conditions described above by Judge Robinson.

2. This case is not, however, about what conditions the City may place on CoreCivic's use of its property. Rather, it is about whether CoreCivic may use its property for a jail or prison within the City without first obtaining from the City a special use permit, as required by the City's Development Regulations.

3. CoreCivic is a private for-profit corporation that operates prisons and jails throughout the United States. From 1992 through 2021, it owned and operated a "detention facility" at 100 Highway Terrace ("the Property"), located within the boundaries of the City, known as the Leavenworth Detention Center ("the Facility"). The Facility primarily housed pre-trial detainees under a contract with the United States Marshals Service.

4. During this time, CoreCivic became embroiled in multiple widely publicized scandals resulting from its gross mismanagement of the Facility and the ensuing rampant abuse, violence, and violations of the constitutional rights of its detainees and staff, such as those described above by Judge Robinson. CoreCivic's mismanagement directly and indirectly impacted the City in countless ways, including for example, by imposing unexpected maintenance costs on its taxpayers, unreasonably increasing the burden on the City's police and law enforcement agencies to address violent crime, and even *impeding* the City's investigation of sexual assaults and other violent crimes against detainees and staff.

5. Because CoreCivic was already using its Property for a jail or prison when the 2012 ordinance went into effect, the City's Development Regulations "grandfathered" that use—that is, until CoreCivic abandoned that use for over three years. In CoreCivic's own words, the Facility is "inactive." Under the City's Development Regulations, once CoreCivic stopped operating the

Facility for 12 months, it lost its grandfathered status and, as a condition of reopening the Facility, had to obtain a special use permit from the City.

6. In recognition of this fact, on February 21, 2025, CoreCivic applied for a special use permit so that it could use the Property as a detention center under a contract with the Department of Homeland Security's Immigration and Customs Enforcement agency ("ICE"). The City's Planning Commission set a public hearing on the application for April 7, 2025, with subsequent and final hearings to occur before the City Commission on May 13 and 27, 2025.

7. But then on March 13, 2025, CoreCivic abruptly withdrew its application. It has now taken the position that it need not seek or obtain a special use permit and that it plans to start housing detainees at the Facility at some point in the immediate future, all in violation of the City's lawfully enacted ordinances. On March 25, 2025, CoreCivic stated that its recently awarded contract with ICE "necessitates a swift contract activation of the Midwest Regional Reception Center[1] to accommodate their pressing need for capacity in the region." According to CoreCivic, "ICE's pressing need for capacity dictates the speed at which we must move to hire and ready the facility (and thus does not allow time to go through a protracted permitting process)." In other words, CoreCivic refuses to comply with the City's permitting process because, it contends, it will take too long to do so. This is not a valid or legal rationale for violating City ordinances.

8. This Court's swift intervention is imperative to prevent the irreparable harm to the City that will result if CoreCivic is allowed to flout the City's Development Regulations and bypass the established processes for obtaining a special use permit to use its Property as a detention facility within the City.

[1] CoreCivic is now referring to the Facility as the Midwest Regional Reception Center ("MRRC").

II. PARTIES

9. The City is the governing body of the City of Leavenworth, which is constitutionally "empowere[d] to determine [its] local affairs" under Article 12 § 5 of the Kansas Constitution and to seek an injunction and other remedies for violations of its Development Regulations under K.S.A. 12-761; K.S.A. Chapter 60, Article 9; and Ordinance No. 8113. (Ex. A, Ordinance No. 8113.)

10. CoreCivic is the private for-profit corporation that seeks to violate the Development Regulations.

11. Defendant Misty Lynn Mackey ("Defendant Mackey") is the Warden of the MRRC who is aiding, abetting, and conspiring with CoreCivic to violate the City's Development Regulations. Upon information and belief, Ms. Mackey is a citizen of, and is domiciled in, the State of Kansas, in that she is registered to vote in Tonganoxie, Kansas, has resided in the State of Kansas with intent to remain indefinitely, and has not subsequently changed her domicile.[2]

III. JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this civil matter under Article 3, § 6 of the Kansas Constitution and, including but not limited to, K.S.A. Chapter 60, Article 17; Chapter 60, Article 9; and §§ 12-761, 20-301, and 4-202.

13. The Court has personal jurisdiction over CoreCivic because it has the requisite "minimum contacts" with Kansas under K.S.A. § 60-308, in that all causes of action alleged in this Petition arose from the transaction of business in Kansas by CoreCivic, which owns and possesses the Property located within the state of Kansas.

[2] The City refers to both defendants collectively as "Defendants."

14. This Court is the appropriate venue under K.S.A. Chapter 60, Article 6, because the causes of action alleged herein arose, CoreCivic is transacting business, and the Property is situated in Leavenworth County, Kansas.

15. This Court may enter a declaratory judgment and an injunction against CoreCivic under K.S.A. §§ 60-1701 and 12-761 because an actual controversy exists due to CoreCivic's stated intention to use the Property as a jail or prison without first seeking a special use permit.

IV. FACTS

A. For years, CoreCivic operates a "hell hole" within the City of Leavenworth.

16. As noted at the outset of this Petition, this Court succinctly described the Facility while it was operated by CoreCivic in 2021 as "an absolute hell hole."

17. In April 2017, the United States Department of Justice's Office of Inspector General ("OIG") issued a 129-page audit report ("Audit Report") detailing the shortcomings and abuses that had occurred up to that point. A copy of the Audit Report is attached to this Petition as Exhibit B and incorporated by reference.

18. Understaffing was chief among the "issues affecting the safety and security" at the Facility. (Audit Report at ii.) This was "primarily driven by correctional officer vacancies, which reached as high as 23 percent" during the relevant time. (*Id.*) "These correctional officer vacancies led to several problems in 2015, including the [Facility's] long-term use of mandatory overtime, which [Facility] personnel said led to lower morale, security concerns, and fewer correctional officers available to escort medical staff and detainees to and from the health services unit." (*Id.*)

19. According to the OIG, the shortage of correctional officers led to systemic closures of security posts that were *mandatory* to ensure the safe and secure operation of the Facility. (*Id.*) The correctional officers who hadn't yet quit were then shuffled around to fill the vacant posts, which snowballed into shortfalls in other services, including "assisting detainees with casework"

and the "transitional services" that were critical for successfully reintegrating back into society. (*Id.*)

20. CoreCivic then "took actions that exacerbated the problem." (*Id.*) Instead of transferring staff *from* other CoreCivic facilities to help, it transferred staff *to* other facilities. (*Id.* at ii-iii.) Bafflingly, it then added to its already disproportionate burden by agreeing to take on additional detainees from local non-federal prosecutions. (*Id.* at iii.)

21. Other examples of mismanagement and malfeasance included active concealment of "triple bunking" to avoid demerits during audits, deficiencies in quality control mechanisms, and unlawful withholding of "sick account" funds that should have been paid to correctional officers. (*Id.*) These are just some of the problems documented by the OIG in 2017. Yet despite all of these blatant and egregious failures, many of which involved lapses in *security*, the Facility's primary function, CoreCivic was paid in full. (*Id.*)

22. Conditions only worsened after the OIG issued its audit report. According to the American Civil Liberties Union (ACLU) and the Federal Public Defenders (FPD) in the region, the total number of violent incidents was trending upward aggressively when the Facility finally closed. To highlight a few examples:

a. Beatings and stabbings, including of correctional officers, became so rampant due to insufficient patrolling that detainees and the lawyers who visited the Facility considered them routine.

b. Suicides were prevalent due to insufficient suicide-watch monitoring. Detainees were required to clean up the feces of the deceased.

c. Following the homicide of one detainee, the Facility went on lockdown for several weeks. Detainees were not allowed out of their cells except to shower every three-to-four days and were denied basic hygienic supplies and routine medical care.

d. Weapons were typically found stashed away following major incidents.

e. Sexual assault reports were discouraged and impeded by management.

f. Detainees were locked in showers as punishment.

g. Calls for help often went unanswered, leading detainees to arm themselves for their own protection.

h. Many cell doors *didn't even lock*, which forced detainees to create makeshift barricades for their own safety.

(ACLU and FPD Letter to the White House at 4-6, 8, attached to this Petition as Exhibit C.)

23. In the final years of the Property's use as a detention center, the Leavenworth Police Department ran into one roadblock after another when investigating violent crimes within the Facility. (Although mostly serving as a detention center for federal detainees under the charge of the U.S. Marshal for the District of Kansas, crimes occurring within the Facility had to be investigated by the Leavenworth Police Department and prosecuted in the Leavenworth County District Court or City municipal court since the Facility was—and remains—privately owned.) CoreCivic seemed to have no plan concerning which law enforcement agency would handle a major crisis, such as a riot, hostage situation, or escape. Officers found it difficult to access the facility at all, and they were often required to conduct interviews from outside the Facility's gate.

24. CoreCivic prohibited its employees who were victims of crimes from sitting for interviews with City police while they were on duty. Instead, these crime victims were forced to provide an often incomplete written statement through the Facility's fence and then follow up on their own time. They often failed to follow up though, and both CoreCivic management and employees failed to assist the police with prosecutions, resulting in wasted time and effort by the City's police force. Officers were granted *no* access to other third-party witnesses to crimes, regardless of how critical their testimony may have been to a potential prosecution.

25. CoreCivic failed repeatedly to report significant crimes that occurred on the Property until a significant time passed after they occurred, often several days and sometimes *months* later. In one instance in November 2018, CoreCivic failed to report a death of an inmate

to City Police for six days. Crimes were often reported only because officers were already on scene dealing with another crime. CoreCivic staff refused to provide names of potential witnesses for several weeks at a time and routinely refused to turn over evidence, such as photographs and weapons that were used in assaults among inmates and against guards. (*Id.*)

26. This also occurred multiple times with sexual assault allegations—CoreCivic staff would report the allegation, ostensibly to document the event for auditing purposes, and then refuse to cooperate with the City's investigation. Often when City police *were* called to the scene, CoreCivic staff had failed to secure the crime scene. Detainees were allowed to walk through uninhibited, and on several occasions, detainees and staff were instructed to clean up the crime scene before police even arrived, which of course destroyed all evidentiary value and any hope of successful prosecution. This included an inmate death by hanging. (*Id.*)

27. The procedure for obtaining video evidence proved to be a moving target and changed depending on which corrections officers were on duty. Instead of cooperating with City police investigations and providing them courtesy copies of videos (as is standard in most jails), CoreCivic forced them to go through the more cumbersome, time-consuming, and unnecessary process of obtaining a formal subpoena to obtain video evidence.

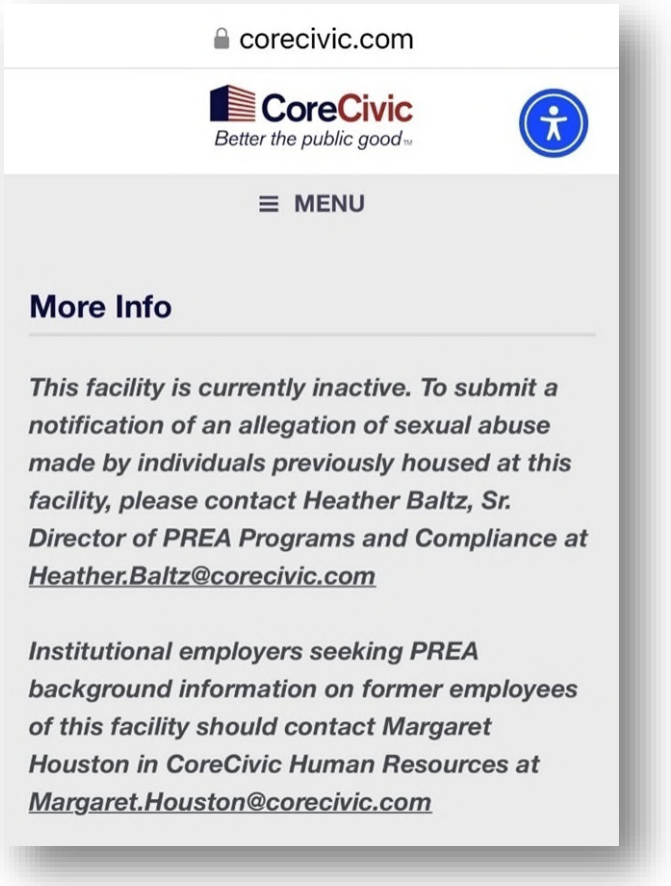
28. In addition to the unquantifiable harm caused by CoreCivic's mismanagement, its problems also extended tangibly and directly to the pocketbooks of City taxpayers. Multiple times, malfunctions with a grinder pump on the Property caused large pieces of debris (e.g., bedsheets, rags, etc.) to be released into the City's sewer system. This led to major downstream clogs in the City's main sewer lines and wastewater treatment facilities, expensive emergency maintenance calls to City employees at all hours of the day, and multiple mandatory reports to the Kansas Department of Health and the Environment as a result of the ensuing sewage spills.

29. On August 13, 2019, the United States District Court for the District of Kansas issued a 188-page opinion which in part detailed the unlawfulness of CoreCivic's practice of recording attorney-client communications between detainees and their lawyers. *United States v. Carter*, Case No. 16-cr-20032-02-JAR, Doc. 758, pp. 166-76 (D. Kan. Aug. 13, 2019) (Robinson, J.). The fallout from this scandal led this Court to discharge certain detainees *outright* from custody into the community.

B. CoreCivic closes the Facility and stops using the Property for a detention center.

30. On January 26, 2021, President Biden ordered that "The Attorney General shall not renew Department of Justice contracts with privately operated criminal detention facilities, as consistent with applicable law." Executive Order 14006.

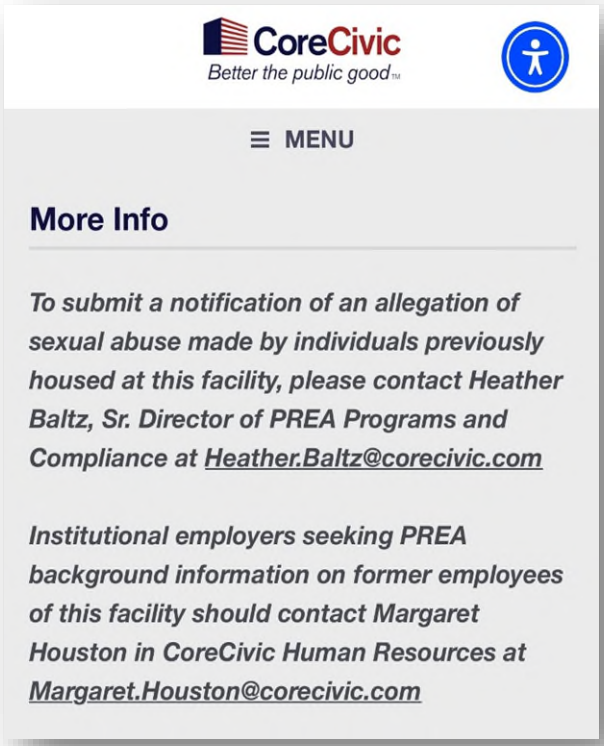
31. Instead of choosing to house detainees from local governments as it had previously done or ICE detainees (which it could have done notwithstanding President Biden's executive order since CoreCivic would have been contracting with an agency other than the Department of Justice), CoreCivic opted to close the Facility effective January 1, 2022. No detainee has resided at the Facility since 2021. CoreCivic's website displayed the following message on March 19, 2025:


corecivic.com
CoreCivic
Better the public good
MENU
More Info
This facility is currently inactive. To submit a notification of an allegation of sexual abuse made by individuals previously housed at this facility, please contact Heather Baltz, Sr. Director of PREA Programs and Compliance at Heather.Baltz@corecivic.com
Institutional employers seeking PREA background information on former employees of this facility should contact Margaret Houston in CoreCivic Human Resources at Margaret.Houston@corecivic.com

(https://web.archive.org/web/20250319174656/https://www.corecivic.com/facilities/midwest-regional-reception-center)[3]

32. CoreCivic has now deleted the statement, "[t]his facility is currently inactive" from its website:

[3] *See Marten Transp., Ltd. v. Plattform Advert., Inc.*, No. 14-2464-JWL, 2016 WL 1718862, at *4 (D. Kan. Apr. 29, 2016) (taking judicial notice of Wayback Machine records).


CoreCivic
Better the public good
MENU
More Info
To submit a notification of an allegation of sexual abuse made by individuals previously housed at this facility, please contact Heather Baltz, Sr. Director of PREA Programs and Compliance at Heather.Baltz@corecivic.com
Institutional employers seeking PREA background information on former employees of this facility should contact Margaret Houston in CoreCivic Human Resources at Margaret.Houston@corecivic.com

(https://www.corecivic.com/facilities/midwest-regional-reception-center.)

C. The City's Development Regulations require CoreCivic to apply for an SUP.

33. K.S.A. 12-741 *et seq.*, the Kansas Zoning Enabling Act, authorizes Kansas cities and counties to adopt "planning and zoning laws and regulations by cities and counties for the protection of the public health, safety and welfare."

34. Pursuant to the Zoning Enabling Act, the City has adopted by ordinance its Development Regulations, a complete copy of which can be found at http://bit.ly/3E9GsGt. The City has attached as Exhibit D a copy of those portions of the Development Regulations cited in this Petition.

35. Appendix A to the Development Regulations is a Use Table that lists a host of possible land uses and specifies whether those uses are allowed within particular zoning districts in the City. If the letter "P" is in a cell of the Use Table, this means that the use specified in the

left-hand column of the Use Table is allowed by right within the zoning district corresponding with that cell. If the letter "S" is in a cell of the Use Table, this means that the use specified in the left-hand column is allowed only "if reviewed and approved as a special use in accordance with Article II – Administration regarding Special Use Permits." If a cell is blank, this means the use is prohibited in the applicable zoning district. (Development Regulations, Ex. D, pg. A-1.)

36. Under the Use Table, "Jails and Prisons" are allowed only in I-1 and I-2 zoning districts, and then only pursuant to an SUP issued by the City, because they are designated with an "S" in those two zoning districts. (*Id.* at pg. A-3.)

37. Article 12 of the Development Regulations defines "Jails and Prisons" in relevant part to mean "Places in which people are physically confined and, usually, deprived of a range of personal freedoms." (*Id.* at pg. 12-21.)

38. Section 2.04.A. of the Development Regulations provides as follows:

> All uses identified in the zoning districts, use table or elsewhere in these regulations as a special use in any particular zoning district ***shall require a special use permit***. Applications for special use permits may be submitted by the owners or agents of any property affected.

(*Id.* at pg. 2-9 (emphasis added).)

39. The requirement that the owner of property to be used for a jail or prison obtain a special use permit was added to the City's Development Regulations through Ordinance No. 7911, which took effect on November 16, 2012 while CoreCivic was still using the Property as a detention center. (City of Leavenworth Ordinance No. 7911, attached hereto as Exhibit E.)

40. Despite the adoption of Ordinance No. 7911, CoreCivic was not required to apply for an SUP while it was using the Property as a detention center because the Development Regulations had a "grandfather" provision, specifically Section 1.05.E.2:

> *Status of existing legal uses designated as special uses.* Any existing legal use at the effective date of these development regulations which is designated as a special

> use by these development regulations shall be deemed as an existing special use and a lawful conforming use.

(Development Regulations, Ex. D at pg. 1-9, § 1.05.E.2.)

41. As a result of the application of § 1.05.E.2, CoreCivic's use of the Property as a detention center was designated as a special use for which CoreCivic was not required to apply for or obtain a separate SUP while it used the Property for a detention center.

42. However, once CoreCivic stopped using the Property for a detention center and discontinued using it as such for 12 months, the City Commission was authorized to rescind CoreCivic's designated special use of the Property in accordance with Section 2.04.C of the Development Regulations:

> *Discontinuance or violation of permit conditions.* A special use permit may be granted by and continued annually by the city commission. The continuation of a special use permit exists with the property as long as such special use permit is used in accordance with its original intended and approved purpose and the annual SUP fee is paid. Any discontinuance of more than 12 months, violation of permit conditions, or failure to pay a fee may enable the city commission to administratively rescind a special use permit.

(Development Regulations, Ex. D at pg. 2-11, § 2.04.C.)

43. Even assuming CoreCivic did not have a special use "permit" because of its grandfathered status, it was nonetheless subject to the discontinuance provisions of § 2.04.C because § 2.04.C reflects the intention of the City, through its Development Regulations, not to allow property owners who have abandoned a use to take advantage indefinitely of special dispensations for the use of property. This is in keeping with the general principle that municipalities may provide for the gradual elimination of nonconforming uses. *See, e.g. Art Neon Co. v. City and Co. of Denver*, 488 F.2d 118, 121-22 (10th Cir. 1973); *Spurgeon v. Board of Comm'rs of Shawnee Co.*, 181 Kan. 1008, Syl. ¶ 2 (1957). Indeed, it would make no sense for § 2.04.C to apply only to special uses allowed pursuant to a City-issued permit, because Section 2.04

of the Development Regulations reflects the careful process the City must follow when deciding whether to issue a special use permit, including a balancing of the right of the property owner with the "economic development, welfare or convenience of the public" and the rights of neighboring property owners. The owner of property which has been grandfathered with a designated special use would have never accounted for these counterbalancing factors; discontinuing the special use of property for an extended period and then opting to resume that use justifies the City's requirement that the property owner account for the larger interests of the City and nearby residents if it wants to resume a use that requires an SUP.

44. Accordingly, the City Commission adopted on March 25, 2025 a resolution rescinding the designated special use of the Property. A copy of that resolution is attached as Exhibit F and incorporated by reference.

45. The policy of the City not to allow "nonconformances" in general to continue indefinitely is further reflected in § 1.05.D.8 of the Development Regulations, which addresses the abandonment of a grandfathered nonconforming use of property:

> *Abandonment or Discontinuance*. When a nonconforming use is abandoned for a period of 24 consecutive months any subsequent use or occupancy of such land after this period shall comply with the regulations of the zoning district in which such land is located.[4]

(Development Regulations, Ex. D at pg. 1-9, § 1.05.D.8.)

46. So even if CoreCivic's use of the Property fell within the Development Regulations' definition of a nonconforming use, CoreCivic would have lost its right to use the Property in that manner because it stopped using it as a detention center for 24 consecutive months.

[4] Section 1.05.A.3 defines a "nonconforming use" as "An existing use which does not comply with the use regulations applicable to new uses in the zoning district in which it is located." (Development Regulations, Ex. D at pg. 1-7, § 1.05.A.3.) Section 1.05.D.1 generally grandfathers nonconforming uses of property within the City.

47. The City Commission's resolution rescinding CoreCivic's special use designation for the Property also determined that CoreCivic could not use the Property for a jail or prison to the extent its prior use as such was a nonconforming use. (Resolution No. B-2394, Ex. F.)

D. CoreCivic applies for and then withdraws its application for an SUP.

48. On February 21, 2025, CoreCivic applied for a special use permit for "reactivation" of the Facility as a "Detention Center." CoreCivic claimed in its SUP application that the Facility will house approximately 1,000 detainees at a time, who "will be held for approximately 51 days as they are processed through the immigration system," and that "[n]o ICE detainees will be released into the Leavenworth community." CoreCivic's application and supporting documentation are attached hereto as Exhibit G.

49. CoreCivic's SUP application did not explain how it calculated the 51-day estimate that individual detainees would be held on average; no consideration for the countless ways in which detainees may be held for longer periods or ordered free to walk out its gates by a court;[5] no accountability for the potential strain on critical City services (such as sanitary sewer, fire protection, and police services); no measures to ensure cooperation with City police investigations

[5] Most habeas petitions seeking the release of detainees held at the Facility will be filed in the District of Kansas. *Rumsfeld v. Padilla*, 542 U.S. 426, 443 (2004) ("[F]or core habeas petitions challenging present physical confinement, jurisdiction lies in only one district: the district of confinement.") It stands to reason, therefore, that if this Court orders the release of a detainee from the Facility, the detainee could be released immediately into the City of Leavenworth. According to page 39 of the ICE National Detainee Handbook, https://bit.ly/3FPZAtG, if a released detainee cannot arrange for a friend or family member to pick them up, the detainee is to "ask staff at the facility or an ICE officer to arrange for your transportation to a public transportation location, such as a bus station, airport, or train." Greyhound has a bus stop in Leavenworth, https://bit.ly/3E3MFDZ, so it is entirely possible that, assuming an employee of CoreCivic or ICE abides by a detainee's request for transportation, CoreCivic or ICE could simply deposit released detainees at the Greyhound stop, at which point they would be on their own.

of violent crimes; and no assurance that the Facility would be appropriately staffed so as to minimize the need for intervention by the City's police.

50. The City intended to address all these concerns to the greatest extent possible under Kansas law through the process of reviewing and considering CoreCivic's application for an SUP.[6] Moreover, the City's Development Regulations mandate a public hearing on an SUP application before the City Planning Commission, in which "[a]ny interested person or party may appear and be heard at the hearing in person, by agent or by attorney." (Development Regulations, Ex. D at pg. 2-10, § 2.04.B.4.) By refusing to participate in this lawfully mandated process, CoreCivic has deprived the citizens of Leavenworth of any opportunity to articulate other legitimate concerns over CoreCivic's use of the Property that the City could address through conditions placed on CoreCivic's SUP.

51. The Development Regulations also provide for additional protections that will be nullified if CoreCivic is allowed to proceed without obtaining a special use permit. Specifically, adjacent landowners would be allowed to submit a petition protesting CoreCivic's application. If the requisite percentage of property owners signed such a petition, it would raise the threshold of votes needed to approve a permit from a simple majority to three-quarters of the City Commission. (*Id.* § 2.04.B.6.)[7]

52. In determining whether to issue the permit, the City Commission would have been required to find that:

a. The proposed special use complies with all applicable provisions of [the Development Regulations].

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[6] https://www.leavenworthks.org/ru/page/press-release-corecivic-special-use-permit-application.

[7] There are five members of the City Commission. So the submission of a valid protest petition would mean that CoreCivic's SUP would require four affirmative votes instead of three.

b. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public.

c. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

d. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:

i. The location, nature and height of buildings, structures, walls, and fences on the site, and

ii. The nature and extent of landscaping and screening on the site.

iii. Off-street parking and loading areas whether on the premises or auxiliary to the premises will be provided in accordance with the standards set forth in this appendix and such areas adjoining residential uses will be located to protect such residential uses from any injurious effect.

iv. Adequate utility, drainage, and other necessary facilities have been or will be provided.

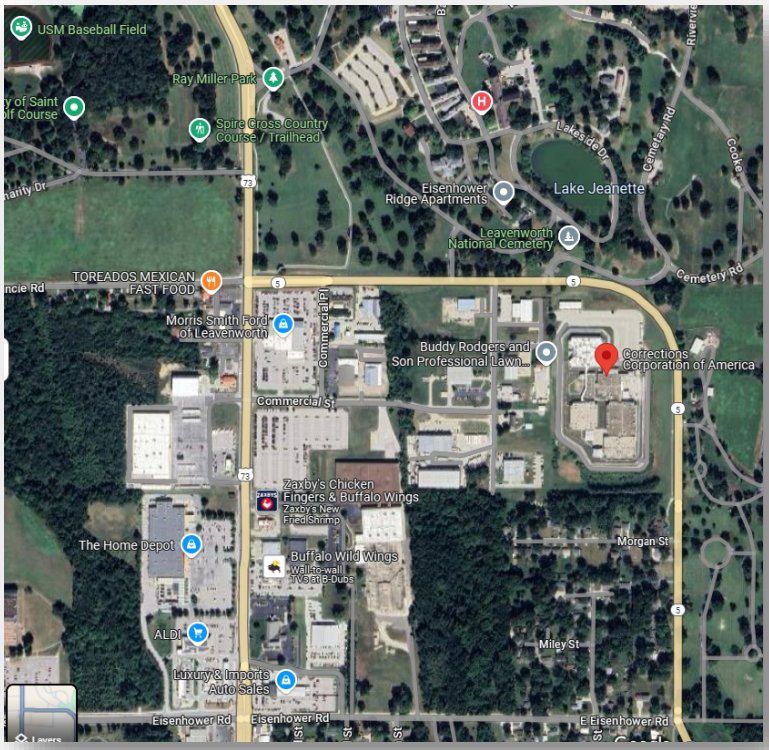
v. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

(*Id.* at pgs. 2-10 to 2-11, § 2.04.B.7.)

53. In addition, Kansas law suggests that the City Commission may consider the so-called *Golden* factors in assessing an application for a special use permit. *See McPherson Landfill, Inc. v. Bd. of Co. Comm'rs of Shawnee Co.*, 274 Kan. 303, 306 (2002), citing *Golden v. City of Overland Park*, 224 Kan. 591 (1978). Those non-exclusive factors are: (a) the character of the neighborhood; (b) the zoning and uses of properties nearby; (c) the suitability of the subject property for the uses to which it has been restricted; (d) the extent to which removal of the restrictions will detrimentally affect nearby property; (e) the length of time the property has

remained vacant as zoned; (f) the gain to the public health, safety, and welfare by the possible diminution of value of the developer's property as compared to the hardship imposed on the individual landowners; (h) the recommendations of a permanent or professional planning staff; and (i) the conformance of the requested change to the city's master or comprehensive plan. *Golden*, 224 Kan. at 598.

54. In addition to the issues already discussed above regarding the problems with "[a]dequate utility, drainage, and other necessary facilities," the Facility is situated not on a rural outskirt, but in an industrially zoned district adjacent to single-family homes, and close to restaurants, grocery stores, and parks:



55. Assuming the accuracy of CoreCivic's projection that the Facility would house 1,000 detainees, each for an average of 51 days, this would mean that the population of the facility would turn over completely about seven times per year, adding as many as 14,000 trips to the

Property (1,000 x 7 x 2 trips in/out per detainee) annually via a single access road to the Property. This doesn't account for visitors, attorneys, or protestors, the latter of which must be assumed given the controversial nature of current immigration policies compounded by local antipathy toward CoreCivic because of the manner in which it managed the Facility previously.

56. The City's Planning Commission set its public hearing on CoreCivic's application for April 7, 2025. The City Commission set subsequent and final hearings on CoreCivic's application for May 13 and 27, 2025.

57. CoreCivic withdrew its SUP application on March 13, 2025, taking the position that it does not need a special use permit because obtaining one would take too long to comply with ICE's demands. It has stated that its recently awarded contract with ICE "necessitates a swift contract activation of the Midwest Regional Reception Center to accommodate their pressing need for capacity in the region," and that "ICE's pressing need for capacity dictates the speed at which we must move to hire and ready the facility (and thus does not allow time to go through a protracted permitting process)."

58. Unless CoreCivic is required to follow the City's requirements for obtaining a special use permit, neither the City nor its residents will have an opportunity to flesh out in any forum the conditions under which CoreCivic will be allowed to use the Property.

59. Moreover, without a special use permit, the City Commission will be unable to enforce any conditions it would place on CoreCivic's use of the Property; under the Development Regulations, the City can revoke a special use permit if the City Commission finds, after notice and a public hearing, that the holder of the SUP "has violated any criteria of approval, changed circumstances supporting the approval or a determination that the use has become a nuisance by

reason of design or operation of the use, site or buildings." (Development Regulations, Ex. D at pg. 2-11, § 2.04.D)

E. Procedural History

60. On March 31, 2025, the City filed an action in the United States District Court for the District of Kansas seeking a declaratory judgment, temporary restraining order, and preliminary and permanent injunction to prohibit CoreCivic from violating its Development Regulations.

61. On April 14, 2025, the City and CoreCivic entered into the stipulation attached hereto as Exhibit G, in which the City agreed to withdraw the motion for temporary restraining it previously filed in the federal court in exchange for CoreCivic's agreement to postpone housing for any detainees at the Property up to and including June 1, 2025. (Ex. G.)

62. Yesterday, on May 22, 2025, the federal court dismissed the City's action without prejudice for lack of federal subject matter jurisdiction. (Ex. H, Order of Dismissal.)

63. The City now seeks a temporary restraining order and preliminary and permanent injunction from this Court to prohibit the irreparable harm that will result from allowing CoreCivic to house ICE detainees in the Facility without a special use permit in violation of the City's Development Regulations.

COUNT I
(Declaratory Judgment: Violation of the Development Regulations)

64. The City incorporates by reference all preceding paragraphs of this Petition as if fully set forth herein.

65. Section 2.04.A of the City's Development Regulations provides that "[a]ll uses identified in the . . . use table . . . as a special use in any particular zoning district shall require a special use permit."

66. CoreCivic ceased using the Property for a detention center on or about January 1, 2022 and has not resumed using the Property as such at any point to date.

67. The City Commission's Resolution No. B-2394 rescinded the special use designation afforded the Property under § 1.05.E.2 of the Development Regulations.

68. CoreCivic is required to apply for and receive a special use permit from the City before using its Property for an ICE detention center, because CoreCivic intends to use the Property as a "jail" or "prison" as those terms are defined in the Development Regulations.

69. CoreCivic has withdrawn its application for a special use permit and declared its intention to use the Property as a detention center without first obtaining from the City a special use permit.

70. An actual controversy exists between the parties, in that the City contends that CoreCivic must have a special use permit before using the property to house detainees in a jail or prison, whereas CoreCivic contends that it does not need a special use permit to use the Property for that purpose.

WHEREFORE, the City prays that this Court enter judgment declaring that CoreCivic must apply for and obtain a special use permit in accordance with the procedures set forth in the City's Development Regulations prior to housing any detainees in the Facility; tax costs against CoreCivic; and grant any such further relief deemed just.

COUNT II
(Injunctive Relief)

71. The City incorporates by reference all preceding paragraphs of this Petition as if fully set forth herein.

72. The City is substantially likely to succeed on the merits of this lawsuit because under the City's Development Regulations, CoreCivic is required to obtain a special use permit from the City before using the Property as a jail or prison.

73. The City is likely to suffer irreparable, irreversible, direct, and intangible harms to the health, safety, comfort, economic development, and property values of Leavenworth citizens and businesses in the absence of preliminary and permanent injunctive relief for all the reasons discussed above. The City has a compelling interest in enforcing its ordinances and, without injunctive relief, it and its citizens will be deprived of the full, fair, and open public hearing needed to determine whether to place conditions on CoreCivic's use of the Property, and if so, what those conditions would be. Moreover, without a special use permit, CoreCivic will be able to use the Property free from any conditions the City would place on that use pursuant to a special use permit. Finally, without immediate injunctive relief enjoining use of the Property as a detention center pending a final judgment, the Court would be setting the stage for an otherwise unnecessary conflict between the City, the Court, and ICE once detainees are placed at the Facility; should the Court determine only after that point that CoreCivic is required to obtain a special use permit, the Court would have to account for the need to transfer those detainees and even risk the possibility that an order requiring CoreCivic to obtain a special use permit would be rendered ineffectual should ICE refuse to transfer them to another facility.

74. These threatened harms to the City outweigh the harm any temporary restraining order, preliminary injunction, or permanent injunction may pose to CoreCivic. CoreCivic evidently entered into a contract with ICE either before or at the same time it was applying for a special use permit, reflecting knowledge on the part of CoreCivic that its right to use the Property

for a detention center was not absolute. Thus, any harm that may befall CoreCivic through preliminary injunctive relief is self-induced.

75. If issued, the preliminary and permanent injunctive relief sought will advance, not adversely affect, the public interest. The citizens of Leavenworth have an explicit interest in ensuring that property uses within the City do not cause harm to public safety, health, or the environment; that interest is expressed through the Development Regulations.

76. Immediate irreparable injury will result without the requested preliminary injunctive relief. Time is of the essence, in that CoreCivic has advised it must move so "swiftly" that it cannot wait for the City to conduct a hearing or otherwise process a special use permit application. Counsel for CoreCivic has advised that CoreCivic may begin moving detainees to the Facility in May, but the City has no assurance, depending on the demands made on CoreCivic by ICE, that CoreCivic will not move sooner.

WHEREFORE, the City prays that this Court enter a temporary restraining order, preliminary injunction, and permanent injunction prohibiting Defendants from housing any detainees in the Facility without applying for and obtaining a special use permit in accordance with the procedures set forth in the City's Development Regulations; tax costs against Defendants; and grant any such further relief deemed just.

COUNT III
(Against Defendant Mackey: Aiding and Abetting CoreCivic)

77. The City incorporates by reference all preceding paragraphs of this Petition as if fully set forth herein.

78. Defendant Mackey's plan to use the Property for a jail or prison by housing detainees in the Facility without applying for and obtaining a special use permit would be a

wrongful act under the Development Regulations that would cause injury to the City and its citizens.

79. Defendant Mackey is generally aware of her role in carrying out these wrongful and unlawful acts.

80. Defendant Mackey has knowledge of and will substantially assist in these wrongful and unlawful acts and CoreCivic's violation of the Development Regulations.

WHEREFORE, the City prays that this Court enter a temporary restraining order, preliminary injunction, and permanent injunction prohibiting Defendants from housing any detainees in the Facility without applying for and obtaining a special use permit in accordance with the procedures set forth in the City's Development Regulations; tax costs against Defendants; and grant any such further relief deemed just.

COUNT IV
(Public Nuisance)

81. The City incorporates by reference all preceding paragraphs of this Petition as if fully set forth herein.

82. The City may maintain an action to abate or prevent a public nuisance under K.S.A. 60-908, 12-761(b), and Ordinance 8113.

83. Using the Property as a jail or prison without a special use permit in violation of the Development Regulations is a public nuisance per se.

84. Defendants' threatened violation the Development Regulations by operating a jail or prison without a special use permit will interfere with the interests of the community and the comfort and convenience of the general public.

85. Defendants' threatened violation will annoy a substantial portion of the community.

86. Defendants' threatened violation will affect an interest common to the general public, rather than peculiar to one individual or only a few.

87. Defendants' threatened violation will constitute a public nuisance that effects a peculiar injury upon the City and its citizens.

88. Defendant Mackey is an agent and employee of CoreCivic and is acting within the scope of her authority as an agent and employee of CoreCivic.

89. Defendant Mackey had actual, implied, apparent, and specific authority to undertake, on behalf of CoreCivic, the actions she undertook as alleged herein, and the actions she will take to use the Property as a jail or prison without a special use permit.

90. CoreCivic is jointly and severally liable with Defendant Mackey under principles of vicarious liability, including, but not limited to, respondeat superior, for the her wrongful acts.

WHEREFORE, the City prays that this Court enter a temporary restraining order, preliminary injunction, and permanent injunction prohibiting Defendants from housing any detainees in the Facility without applying for and obtaining a special use permit in accordance with the procedures set forth in the City's Development Regulations; tax costs against Defendants; and grant any such further relief deemed just.

Respectfully submitted,

SPENCER FANE LLP

/s/ David E. Waters
David E. Waters KS #20773
Caleb P. Phillips KS #26226
6201 College Boulevard, Suite 500
Overland Park, KS 66211
(913) 345-8100 (telephone)
(913) 345-0736 (fascimile)
dwaters@spencerfane.com
cphillips@spencerfane.com

W. Joseph Hatley KS #12929
Angus W. Dwyer KS #26995
1000 Walnut, Suite 1400
Kansas City, MO 64106
(816) 474-8100 (telephone)
(816) 474-3216 (facsimile)
jhatley@spencerfane.com
adwyer@spencerfane.com

ATTORNEYS FOR PLAINTIFF
THE CITY OF LEAVENWORTH, KANSAS

CERTIFICATE OF SERVICE

I hereby certify that on June 2, 2025, I electronically filed the foregoing with the Clerk of the Court using its electronic filing system, which will automatically send a notice of electronic filing to all counsel of record in this action. I further certify that I served the foregoing by email upon the following counsel:

Taylor Concannon Hausmann
Sara A. Fevurly
Husch Blackwell LLP
4801 Main Street, Suite 100
Kansas City, MO 64112
Taylor.Hausmann@HuschBlackwell.com
Sara.Fevurly@HuschBlackwell.com

/s/ David E. Waters

EXHIBIT 4

RESOLUTION NO. B-2394

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEAVENWORTH, KANSAS, REGARDING CERTAIN JAIL AND PRISON USES ON PROPERTY LOCATED AT 100 HIGHWAY TERRRACE, LEAVENWORTH, KANSAS.

WHEREAS, the Kansas planning and zoning act, K.S.A. 12-741 *et seq*. (the "Act"), is enabling legislation for the enactment by cities and counties of planning and zoning laws and regulations "for the protection of the public health, safety and welfare" (K.S.A. 12-741(a)); and

WHEREAS, pursuant to the Act, the City of Leavenworth, Kansas (the "City") has adopted certain "Development Regulations" as more particularly set forth in Appendix A of and to the Code of Ordinances, Leavenworth, Kansas (the "City Code"); and

WHEREAS, the Development Regulations, at Sec. 1.01.B, provide that the Development Regulations serve certain purposes, including but not limited to "promote the health, safety, comfort and economic development of the city", to "preserve and protect property values throughout the city", and to "regulate the location and use of buildings and land within each district or zone"; and

WHEREAS, reference is hereby made to that certain jail and prison use (the "Facility") which commenced operations in or about 1992 on and upon that certain real property commonly known and numbered as 100 Highway Terrace, Leavenworth, Kansas, Parcel No. 052-094-18-0-20-01-002.00-0 (the "Property"), which Property is zoned "I-2" Heavy Industrial District; and

WHEREAS, pursuant to Sec. 1.04 of the Development Regulations, if any building, structure, use, or other action or condition is found to be in violation of the Development Regulations, then in addition to other remedies, the City may institute any appropriate action or proceeding to, among other things, (1) prevent the continuance of any unlawful action or condition, (2) correct or abate any violation, and withhold public improvements until the violation is abated or corrected, and (3) prevent the issuance of permits, occupancy of the building, structure or land, and otherwise prevent any further illegal act, conduct business, or use of the premises; and

WHEREAS, pursuant to Sec. 1.05.D.8 of the Development Regulations, when a nonconforming use is abandoned for a period of twenty-four (24) consecutive months, any subsequent use or occupancy of such land shall comply with the regulations of the zoning district in which such land is located; and

WHEREAS, pursuant to Sec. 2.04.C of the Development Regulations, any discontinuance of a special use for more than twelve (12) months enables the City Commission to administratively rescind any right to engage in such special use; and

WHEREAS, the Facility and the Property have not been used as a jail or prison for more than thirty-six (36) calendar months, with such uses having been discontinued and/or abandoned on or about January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. The above recitals are hereby incorporated into this resolution. This resolution is adopted pursuant to the City's authority, obligation, and responsibility to, among other things, protect the public health, safety, and welfare.

Section 2. The Governing Body hereby finds that the use of the Facility and the Property as a jail or prison was discontinued and abandoned on or about January 1, 2022, and has not been reestablished as of the date of this resolution, such that the use was discontinued or abandoned for a period exceeding twelve (12) months for purposes of Sec. 2.04.C of the Development Regulations and for a period exceeding twenty-four (24) consecutive months for purposes of Sec. 1.05.D.8 of the Development Regulations.

Section 3. To the extent the Facility or the Property could be deemed to be or to have been a lawful nonconforming use, then pursuant to Sec. 1.05.D.8 of the Development Regulations, the Governing Body hereby finds that any use of the Facility and/or the Property as a jail or prison is no longer a lawful nonconforming use and that any use as a jail or prison shall and does require a special use permit as provided for in the City's Development Regulations, and that such uses must otherwise comply with all use regulations applicable to new uses in the I-2 zoning district.

Section 4. To the extent the Facility or the Property could be deemed to have or to have had a special use permit or special use designation, then pursuant to Sec. 2.04.C of the Development Regulations, the Governing Body hereby administratively rescinds any and all special use permits or special use designations for the Facility and the Property as a jail and/or prison under City Code and the City's Development Regulations.

Section 5. Nothing herein shall be deemed, by itself, to constitute a waiver by the Governing Body or the City of any provision of the Development Regulations or other applicable law.

Section 6. The Mayor, City Manager, City Attorney, and Director of Planning & Community Development are hereby authorized and directed to take such other actions as may be appropriate, desirable, or necessary to accomplish the purposes of this resolution, including but not limited to the institution or defense of any appropriate legal proceedings related to Facility, the Property, and/or the matters that are the subject of this resolution.

Section 7. This resolution shall be effective upon its adoption by the Governing Body of the City of Leavenworth, Kansas.

PASSED AND ADOPTED by the City Commission of the City of Leavenworth, Kansas, this 25th day of March, 2025.

Holly Pittman, Mayor

{SEAL}

SEAL OF THE CITY OF LEAVENWORTH CORPORATE SEAL KANSAS

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. 5:25-cv-4032**
	)	
CORECIVIC, INC.,	)	
	)	
Defendant.	)	

MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

I. INTRODUCTION

This is not a case about whether there should be an ICE detention facility within the City of Leavenworth. This is, instead, a case about a far narrower question: whether CoreCivic can ignore the City's Development Regulations and operate such a detention center without a special use permit from the City. As CoreCivic itself initially acknowledged, its use of its Property as a detention facility (or indeed any other kind of prison or jail) is a special use requiring a permit from the City Commission, so it submitted an application for such a permit. Reversing that position, CoreCivic now contends that it does not need the City's permission to use its Property in that fashion and has threatened to do so unilaterally in the near future.

The City is likely to succeed on the merits of this case, because any reasonable construction of its Development Regulations requires CoreCivic to seek a special use permit. CoreCivic began operating a detention center on the Property in about 1992, but did not need a special use permit to do so because, although the City adopted an ordinance in 2012 requiring that jails or prisons have a special use permit, the City "grandfathered" in existing special uses. But the City's Development Regulations further provide that if a special use is discontinued for more than 12 months, the City Commission can rescind authorization of that special use. CoreCivic stopped

using its Property for a detention center on January 1, 2022, and has not since used the Property as a detention center. The City Commission has accordingly rescinded CoreCivic's authorization for a special use of its Property and is requiring CoreCivic to apply for and obtain a special use permit.

Given CoreCivic's track record of using its Property in a way that imposed substantial costs on the City and the Leavenworth community more broadly, the City will suffer irreparable harm unless CoreCivic is required to first obtain a special use permit. Through a permit, the City can place conditions on CoreCivic's use to protect the public welfare and have an enforcement mechanism in place should CoreCivic materially violate those conditions. Further, the public interest favors the City's ability to enforce its own laws.

II. FACTUAL BACKGROUND

CoreCivic is a private, for-profit corporation that operates prisons and jails throughout the United States. From 1992 through 2021, it owned and operated a detention center ("the Facility"), primarily housing pretrial detainees for the United States Marshal Service at 100 Highway Terrace in Leavenworth, Kansas (the "Property"). During its time using the Property in this way, CoreCivic became embroiled in multiple widely publicized scandals due to its gross mismanagement and the rampant violence and abuse at the Facility that flowed from that mismanagement.

At the time CoreCivic began operating the Facility, the use of the Property for a prison was permitted as of right under the City's zoning regime. In 2012, the City amended a portion of its zoning ordinances; among other revisions, the City required property owners to obtain a special use permit from the City if they wanted to use their property to operate a jail or prison from the property. Declaration of City Clerk Sarah Bodensteiner, Exhibit A, attached to which is Exhibit A-1, Ordinance No. 7911.

The City has codified its zoning ordinances in Development Regulations, a complete copy of which can be found at http://bit.ly/3E9GsGt. The portions of the Development Regulations involved in this case are attached to Ms. Bodensteiner's declaration as Exhibit A-2.

Under the Development Regulations, certain uses of land, called special uses, require a special use permit even if they are otherwise allowed within a zoning district. *See* Exhibit A-2 at § 2.04.A. The Development Regulations lay out the process for seeking a special use permit from the City Commission. *See id.* at § 2.04.B. Jails and prisons are *per se* special uses under the code. *See id.*, Appendix A at p. A-3.

However, the Development Regulations contain various grandfathering provisions. One covers preexisting uses that are now classified as special uses. *See id.* at § 1.05.E.2. Another grandfathered in preexisting nonconforming uses. *See id.* at § 1.05.D.1. However, the grandfathered use could not be ceased for an extended time without losing the grandfathering privilege. Where a special use is abandoned for 12 months, the special use authorization becomes voidable by the City Commission. *See id.* at § 2.04.C. In the same way, a nonconforming use that is abandoned for 24 months loses its grandfathering. *See id.* at § 1.05.D.8.

The problems at the Facility were significant and well documented. In 2021, they prompted a judge of this Court to describe the Facility as "an absolute hell hole." *United States v. Clark*, Case No. 16-cr-20078-JAR, Doc. 87, pp. 46-47. The Facility was the subject of a lengthy investigation by the Office of the Inspector General at the United States Department of Justice ("OIG"), which produced a 129-page audit report in 2017 detailing its findings (the "Audit Report"). A copy of the Audit Report is attached as Exhibit B

The Audit Report noted, *inter alia*, that the Facility had significant staffing issues, which resulted in the closure of security posts that were necessary—and mandatory—to ensure that the

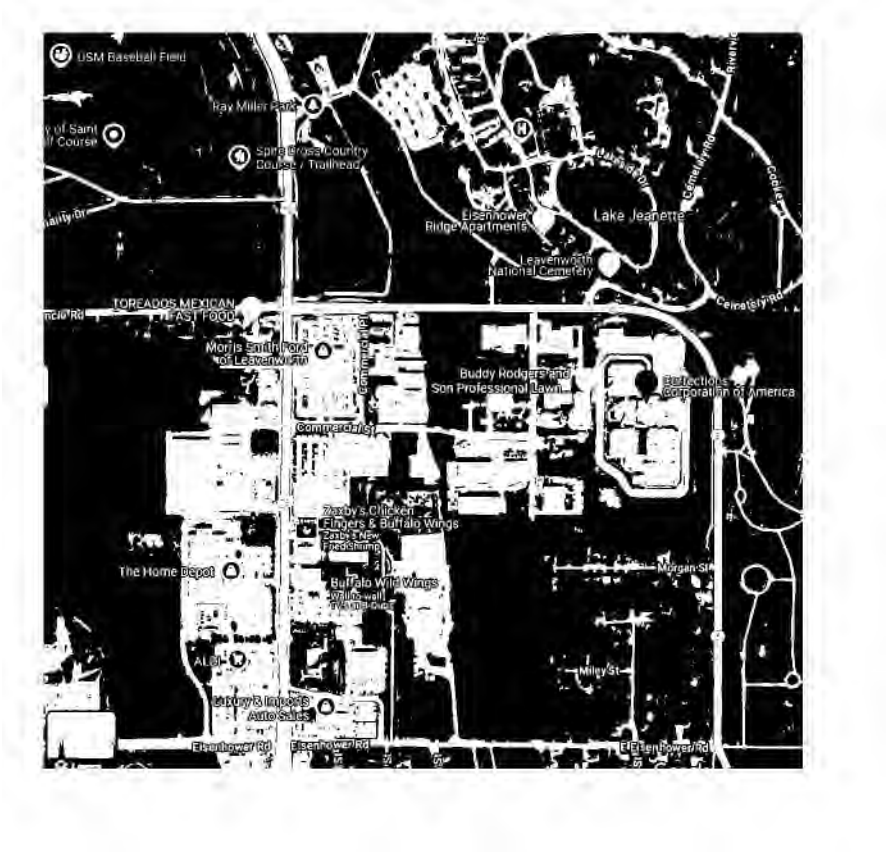
Facility could be operated safely, as well as short-staffing other essential services. Ex. B at ii. The OIG found that rather than bring in additional staff, CoreCivic exacerbated the problem by transferring personnel *to* other facilities it operated and then agreeing to take additional non-federal pretrial detainees. *Id.* at iii. Other sources reported additional problems, including beatings and stabbings of both prisoners and guards, unreported sexual assaults, widespread distribution of weapons, rampant suicides among detainees, denial of basic hygienic supplies and medical care, and doors that failed to consistently lock, forcing detainees to construct makeshift barricades to ensure their own safety. *Id.* CoreCivic was also recording attorney-client communications between detainees and their lawyers, resulting in a scandal that the Court doubtless recalls, as well as a lengthy order from this Court that led to the discharge of several detainees into the community.

The problems inside the Facility caused problems outside its walls, adversely affecting the City. Attempts by the Leavenworth Police Department to investigate crimes that had been reported inside the Facility were routinely stymied by CoreCivic and its policies. Police were often not permitted to enter the Facility and had to conduct interviews with detainees from outside the gate. Facility staff were not permitted to give interviews to police while on duty and were instructed to provide (often incomplete) written statements to police through the fence. Police were given no access to third-party witnesses within the Facility. Additionally, CoreCivic frequently delayed the reporting of serious crimes, such as sexual assaults, and often destroyed evidence by ordering detainees to clean the crime scene before the police could arrive. These problems and more are detailed in the Declaration of the City's Police Chief, Patrick Kitchens, attached as Exhibit C.

Nor were the issues that the Facility caused for the City limited to law enforcement. Multiple times, malfunctions with the Facility's grinder pump caused large pieces of debris (e.g., bedsheets, rags, etc.) to be released into the City's sewer system. This led to major downstream

clogs in the City's main sewer lines and wastewater treatment facilities, emergency maintenance calls to City employees at all hours of the day and night that were costly to taxpayers, and multiple mandatory reports to the Kansas Department of Health and the Environment as a result of the ensuing sewage spills. *See* Declaration of Timothy Guardado, attached as Exhibit D.

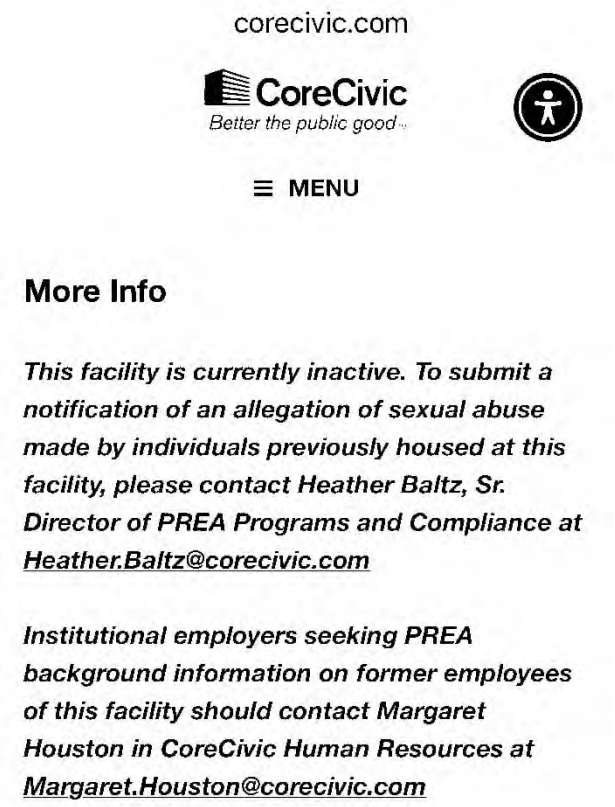
The Facility is located in an industrial district, directly opposite a landscaping company:



It is less than a mile from a Ford dealership, a Home Depot, a Starbucks, and a Buffalo Wild Wings. There is a residential neighborhood directly south of the Facility; the Leavenworth National Cemetery lies to its north; Mount Muncie Cemetery lies to its east. These issues, as well as the public safety issues outlined above, thus had (and will have if they resume) significant spillover effects in the community.

On January 26, 2021, President Biden issued Executive Order 14006, which directed the Attorney General to not renew any Department of Justice contracts with private detention facilities.

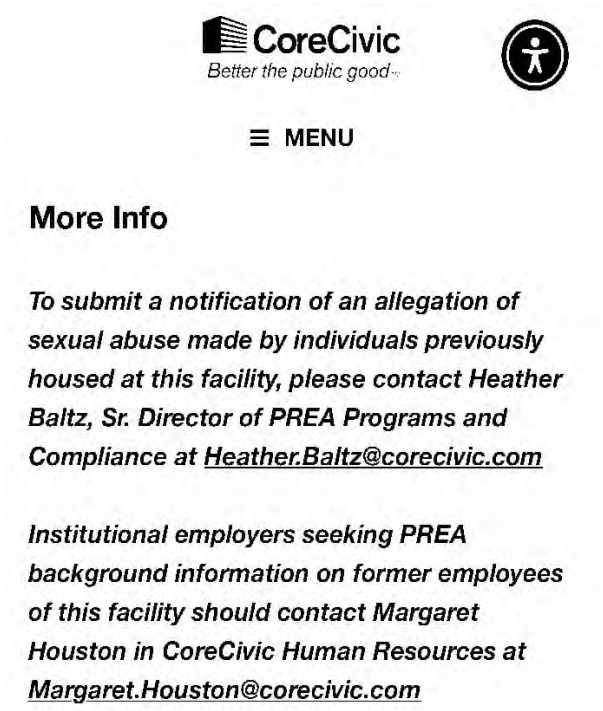
CoreCivic closed the Facility effective January 1, 2022. CoreCivic's own website described the Facility as "currently inactive" as recently as March 19, 2025:


corecivic.com
CoreCivic
Better the public good
MENU
More Info
This facility is currently inactive. To submit a notification of an allegation of sexual abuse made by individuals previously housed at this facility, please contact Heather Baltz, Sr. Director of PREA Programs and Compliance at Heather.Baltz@corecivic.com
Institutional employers seeking PREA background information on former employees of this facility should contact Margaret Houston in CoreCivic Human Resources at Margaret.Houston@corecivic.com

(https://web.archive.org/web/20250319174656/https://www.corecivic.com/facilities/midwest-regional-reception-center)[1]

In what is presumably an effort to hide unhelpful evidence relevant to this litigation, CoreCivic has since removed that statement from its website.

[1] *See Marten Transp., Ltd. v. Plattform Advert., Inc.*, No. 14-2464-JWL, 2016 WL 1718862, at *4 (D. Kan. Apr. 29, 2016) (taking judicial notice of Wayback Machine records).


CoreCivic
Better the public good
≡ MENU
More Info
To submit a notification of an allegation of sexual abuse made by individuals previously housed at this facility, please contact Heather Baltz, Sr. Director of PREA Programs and Compliance at Heather.Baltz@corecivic.com
Institutional employers seeking PREA background information on former employees of this facility should contact Margaret Houston in CoreCivic Human Resources at Margaret.Houston@corecivic.com

(https://www.corecivic.com/facilities/midwest-regional-reception-center.)

In any event, there is no dispute that CoreCivic has not actually used the Facility as a jail or prison since December 2021 and that no detainee has been housed in the Facility for over three years.

On February 21, 2025, CoreCivic filed an application with the City to obtain a special use permit to begin using its Property as an ICE detention center, which CoreCivic proposes to call the Midwest Regional Reception Center ("MRRC"). CoreCivic's application represented that the MRRC would house 1,000 detainees, each of whom would be held for approximately 51 days. The City's Planning Commission set a public hearing for April 7, 2025 to consider CoreCivic's application. The City Commission set hearing dates on May 13, 2025 and May 27, 2025 to consider the Planning Commission's recommendations and make a final determination. On March

13, 2025, before any scheduled hearings could take place, CoreCivic reversed course and withdrew its application. CoreCivic has taken the position that it does not need a special use permit and intends to start housing detainees without one.

In light of CoreCivic's announced intent to use the Property as a detention center without obtaining a special use permit, and because CoreCivic has not used the Property as a jail or prison for over three years, the City Commission adopted a resolution on March 25, 2025 rescinding the special use designation applicable to the Property. It further acknowledged that CoreCivic had abandoned its use of the Property as a jail or prison for at least 24 months and that such use of the Property no longer qualified as a valid nonconforming use, should CoreCivic attempt to take advantage of that grandfathering provision. A copy of that resolution is attached to the Declaration of Sarah Bodensteiner as Exhibit A-3.

III. ARGUMENT

A. Standard for Preliminary Injunctive Relief

A party seeking a preliminary injunction must show: "(1) a substantial likelihood that they will ultimately succeed on the merits of their suit; (2) that they are likely to suffer irreparable harm in the absence of preliminary relief; (3) this threatened harm outweighs the harm a preliminary injunction may pose to the opposing party; and (4) if issued, the injunction will not adversely affect the public interest." *Rocky Mountain Gun Owners v. Polis*, 121 F.4th 96, 112 (10th Cir. 2024), quoting *Winter v. Nat. Res. Def. Council, Inc.* 555 U.S. 7, 22 (2008). A party seeking a temporary restraining order must additionally demonstrate "that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition." Fed. R. Civ. P. 65(b)(1)(A). The Court otherwise applies the same standard to decide whether to grant a TRO. *See Rangel-Lopez v. Cox*, 344 F. Supp. 3d 1285, 1289 (D. Kan. 2018). "The issuance of a

temporary restraining order or other preliminary injunctive relief is within the sound discretion of the district court." *Sac & Fox Nation of Mo. v. LaFaver*, 905 F. Supp. 904, 906 (D. Kan. 1995).

B. The City is likely to succeed on the merits.

The City is substantially likely to succeed on the merits. The Development Regulations clearly require CoreCivic to obtain a special use permit in order to operate the Facility as a jail or prison. CoreCivic is refusing to do so and insists it can nevertheless begin operating MRRC at the Facility. This is not permitted, and the City is likely to succeed in its efforts to obtain a declaratory judgment and a permanent injunction to that effect.

The City's Development Regulations are a class of local zoning regulations, which have been generally recognized as constitutionally permissible for nearly a century. *See Village of Euclid, Ohio v. Ambler Realty Co.*, 272 U.S. 365, 386-88 (1926) (local zoning ordinances are a valid exercise of the police power). Kansas law specifically authorizes municipalities like the City to pass zoning codes. *See* K.S.A. 12-741 *et seq.* The Development Regulations were adopted pursuant to this statute. *See* Ex. A-2 at 1.

Under the Development Regulations, the operation of a prison or jail is a special use requiring the issuance of a special use permit. *See* Ex. A-2 at § 2.04.A; *see also id.*, Appendix A at pg. A-3. The proposed MRRC qualifies as a jail or prison under the definitions applicable to the Development Regulations. *See id.* at pg. 12-21 (defining the term to refer to "[p]laces in which people are physically confined and, usually, deprived of a range of personal freedoms"). As such, CoreCivic can only operate the MRRC out of the Facility if it follows the procedures set forth in Section 2.04.B and obtains a special use permit from the City Commission.

Section 1.05.E.2 of the Development Regulations provides as follows:

> *Status of Existing Legal Uses Designated as Special Uses*. Any existing legal use at the effective date of these Development Regulations which is designated as a

> special use by these Development Regulations shall be deemed as an existing special use and a lawful conforming use.

This provision does not allow CoreCivic to terminate the special use and then later start a new special use at the same location without a special use permit. Section 1.05.E.2, on its face, deals with "existing" uses—it applies only to "existing legal use[s]" in place when the Development Regulations were adopted and deems any such "existing legal use" to be an "existing special use and a lawful conforming use." Ex. A-2 at § 1.05.E.2. That the "use" must continue to be "existing" to fall within the scope of Section 1.05.E.2 is thus baked into the language of the regulation itself. If, as occurred here, the "use" is abandoned, discontinued, or waived, it ceases to be an "existing" use, and Section 1.05.E.2 no longer applies.

At that point, property reverts to the default position under the Development Regulations, under which its owner must obtain a special use permit from the City Commission if it wants to undertake a special use. *See id.* at § 2.04.A ("All uses identified in the zoning districts, use table or elsewhere in these regulations as a special use in any particular zoning district ***shall require a special use permit***.") (emphasis added). This is consistent with how the law generally treats grandfather clauses, which run with the specific use and cease to apply once the use ends. *See, e.g., Morale v. State*, 557 S.W.3d 569, 572 (Tex. 2018) ("Once a nonconforming use ceases, the grandfathered status is lost."). It is also consistent with how the other grandfathering provision in the Development Regulations operates. *See id.* at § 1.05.D.8 (grandfathering for preexisting nonconforming uses terminates after nonconforming use is abandoned for 24 months).

Moreover, even if one were to assume that Section 1.05.E.2 operated to grant CoreCivic an implicit special use permit, that permit is terminable and has in fact been terminated.[2] Under

[2] Given that the Development Regulations unequivocally state that a property owner must have a special use permit to operate a jail or prison (per §§ 2.04.A., 1.03.A.4, Appendix A § A.2,

Section 2.04.C, the City Commission can revoke a special use permit if the use is discontinued for more than twelve months. *See* Ex. A-2 at § 2.04.C. The City Commission properly revoked any special use authorization CoreCivic may have had on March 25, 2025. *See* Ex. A-3. At that point, CoreCivic's use of the Facility as a jail or prison had been discontinued for over three years.

Thus, if CoreCivic wants to operate the MRRC at the Facility, it will need to follow the process laid out in Section 2.04.B of the Development Regulations and obtain a special use permit. CoreCivic originally recognized this fact and applied for a special use permit in late February. But it has since reversed course and now takes the position that it does not need a special use permit. For the reasons discussed above, CoreCivic ***does*** need a special use permit and, as such, the City is likely to prevail on its declaratory and injunctive claims to that effect.

C. The City will suffer irreparable harm if it is not granted temporary and preliminary injunctive relief.

Likewise, City will suffer irreparable harm if CoreCivic is not enjoined from opening the MRRC without a permit. As discussed at length above, CoreCivic has a lengthy track record at the Facility. CoreCivic's past mismanagement of the Facility when it was using the Property as a detention center imposed significant burdens on the City. It significantly disrupted the City's law enforcement efforts. This constitutes irreparable harm. *See Maryland v. King*, 567 U.S. 1301, 1303 (2012) (recognizing the "ongoing and concrete harm to [the government's] law enforcement and public safety interests" as a factor that needs to be considered as part of the preliminary injunction analysis).

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and the Use Table), then the only way § 1.05.E.2 could have deemed CoreCivic's use of the Facility to be a lawful conforming use is if it also deemed CoreCivic to have had a special use permit.

CoreCivic's mismanagement also resulted in significant waste management issues in the surrounding area, which is an industrial district. This not only substantially disrupted the operations of the City itself as it needed to drop other pressing issues to literally clean up CoreCivic's messes, but it also threatened the public health and safety of the City's residents generally. Risk to the public at large is sufficient irreparable harm to justify an injunction requiring a Kansas landowner to obtain a special use permit. *See Board of County Com'rs of Leavenworth County v. Whitson*, 281 Kan. 678, 679-84 (2006).

It is all but certain that these issues will reemerge, immediately, if CoreCivic is allowed to begin operating the MRRC without meaningful safeguards and guarantees in place. If CoreCivic is allowed to unilaterally open and operate the MRRC without any local oversight, the City will be effectively unable to exercise its own police powers with respect to the Facility, disrupting City operations and putting residents in jeopardy. Putting in place the kinds of safeguards and guarantees necessary to prevent this is one of the major purposes of the special use permitting process. Enjoining CoreCivic from opening or operating the MRRC without first obtaining a special use permit is necessary to shield the City and its residents from these harms.

Moreover, the City has a valid interest in the enforcement of its ordinances. *See Maryland*, 567 U.S. at 1303 ("That Maryland may not employ a duly enacted statute to help prevent these injuries constitutes irreparable harm."); *Comprehensive Health of Planned Parenthood of Kansas and Mid-Missouri, Inc. v. Templeton*, 954 F. Supp. 2d 1205, 1218 (D. Kan. 2013) (factoring in Kansas's "interest in the enforcement in any statute" and "the significant harms to the interests of the State of Kansas if the law were to be enjoined" in the balance of harms analysis). That interest is injured if private parties like CoreCivic are permitted to flout the requirements of the

Development Regulations with impunity. Granting the requested TRO and preliminary injunction will likewise protect against this injury.

D. The balance of harms favors the City.

The balance of harms weighs in favor of granting the injunction. As discussed above, the City will suffer irreparable harm if CoreCivic is not enjoined. CoreCivic, in contrast, will be disadvantaged by an injunction to a much lesser degree. It will merely be placed in the same position that any other company seeking to use its property in a way that requires a special use permit. It will be obligated to seek such a permit from the City Commission, following the procedures laid out in Section 2.04 of the Development Regulations. Having to comply with an otherwise valid and constitutional law does not constitute an irreparable harm for purposes of this analysis. *See IMS Health Inc. v. Sorrell*, 631 F. Supp. 2d 429, 432 (D. Vt. 2009).

Even with respect to CoreCivic's relationship with ICE, it will not impose significant harm. It will effectively return CoreCivic to the position it has been in for the last several years: able to handle detainees for ICE, just not (for the time being) at the Facility. Requiring CoreCivic to go through the process of obtaining a special use permit will not significantly disrupt the company's ability to provide detention services to ICE. According to its website, CoreCivic operates 80 other detention facilities across the United States. *See* https://www.corecivic.com/facilities. Even assuming, implausibly, that CoreCivic's plan is to immediately fill the MRRC to capacity with ICE detainees, those 1,000 individuals can be housed in other CoreCivic facilities by adding just a dozen to each location. This burden is not a heavy one, and it is significantly outweighed by the burden to the City posed by allowing CoreCivic to use its Property without any conditions placed on that use.

E. Temporary injunctive relief serves the public interest

The public interest factors favor granting injunctive relief here. As discussed above, given its track record, allowing CoreCivic to operate the MRRC without a special use permit protecting the City's interests is highly likely to imperil the health and safety of the local community and adversely affect the City's ability to maintain law and order within the Leavenworth city limits. *See Maryland*, 567 U.S. at 1303; *Whitson*, 281 Kan. at 679-84. Separate and apart from this, there is a genuine public interest in ensuring the enforcement of valid and constitutional laws. *See Templeton*, 954 F. Supp. 2d at 1218. The right of municipalities to regulate local land use has been well established for a century. *See Euclid*, 272 U.S. at 386-88.

F. The City faces immediate and irreparable injury without the issuance of a temporary restraining order.

The City will suffer immediate and irreparable injury if the Court does not issue a temporary restraining order enjoining CoreCivic from opening the MRRC. As discussed above, the damages to the community that are all but certain to flow from CoreCivic operating the MRRC are irreparable harm. There is, moreover, an immediate risk of such future harm. Given CoreCivic's track record, it is virtually guaranteed that those problems will begin to emerge as soon as it opens the facility. Only an order temporarily restraining this conduct until the preliminary injunction hearing can protect the City and its residents from this injury.

Moreover, it will be less disruptive for all sides to preserve the status quo while the parties litigate the ultimate question of whether CoreCivic has to abide by the City's Development Regulations. Once detainees are actually housed in the Facility, it will be difficult, as a practical matter, to remove them to another facility if the Court later decides in the City's favor. And given that CoreCivic could begin moving detainees into the Facility at any moment if it is not enjoined, time is of the essence.

G. The City need not post an injunction bond.

The City should not be required to post an injunction bond. The Court has broad discretion to determine whether to require a bond. *See Winnebago Tribe of Nebraska v. Stovall*, 341 F.3d 1202, 1206 (10th Cir. 2003). Where the party obtaining the injunction is a governmental entity, and thus "fiscally responsible," no bond is generally necessary. *See State of Kan. ex rel. Stephan v. Adams*, 705 F.2d 1267, 1268 (10th Cir. 1983).

IV. CONCLUSION

For the foregoing reasons, this Court should issue a temporary restraining order and a preliminary injunction enjoining CoreCivic from using the Property for a prison or jail unless and until it obtains a special use permit from the City Commission authorizing such use, as required by Leavenworth's Development Regulations.

SPENCER FANE LLP

/s/ David E. Waters
David E. Waters KS #20773
Caleb P. Phillips KS #26226
6201 College Boulevard, Suite 500
Overland Park, KS 66211
(913) 345-8100 (telephone)
(913) 345-0736 (fascimile)
dwaters@spencerfane.com
cphillips@spencerfane.com

W. Joseph Hatley KS #12929
Angus W. Dwyer KS #26995
1000 Walnut, Suite 1400
Kansas City, MO 64106
(816) 474-8100 (telephone)
(816) 474-3216 (facsimile)
jhatley@spencerfane.com
adwyer@spencerfane.com

ATTORNEYS FOR PLAINTIFF CITY OF LEAVENWORTH, KANSAS

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No.**
	)	
CORECIVIC, INC.,	)	
	)	
Defendant.	)	

INDEX OF EXHIBITS TO PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

Exhibit #	Description
A	Declaration of City Clerk Sarah Bodensteiner
A-1	City of Leavenworth Ordinance No. 7911
A-2	Excerpts from City of Leavenworth Development Regulations
A-3	Resolution Adopted by Leavenworth City Commission, March 25, 2025
B	Department of Justice Office of Inspector General Audit Report, April 2017
C	Declaration of Leavenworth Police Chief Patrick Kitchens
D	Declaration of Chief of City Wastewater Treatment Plant Division Superintendent Timothy Guardado
D-1	Wastewater Division Business Records

SPENCER FANE LLP

/s/ David E. Waters

David E. Waters KS #20773
Caleb P. Phillips KS #26226
2601 College Boulevard, Suite 500
Overland Park, KS 66211
(913) 345-8100 (telephone)
(913) 345-0736 (fascimile)
dwaters@spencerfane.com
cphillips@spencerfane.com

W. Joseph Hatley KS #12929
Angus W. Dwyer KS #26995
1000 Walnut, Suite 1400
Kansas City, MO 64106
(816) 474-8100 (telephone)
(816) 474-3216 (facsimile)
jhatley@spencerfane.com
adwyer@spencerfane.com

ATTORNEYS FOR PLAINTIFF CITY OF LEAVENWORTH, KANSAS

EXHIBIT 6

ELECTRONICALLY FILED
2025 Jun 03 PM 5:30
CLERK OF THE LEAVENWORTH COUNTY DISTRICT COURT
CASE NUMBER: LV-2025-CV-000180
PII COMPLIANT

IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CORECIVIC, INC., MISTY LYNN MACKEY, AND DOE DEFENDANTS 1-10,	)	**Case No. LV-2025-CV-000180**
	)	
	)	
Defendants.	)	

REPLY MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR TEMPORARY INJUNCTION

SPENCER FANE LLP

/s/ W. Joseph Hatley
David E. Waters KS #20773
Caleb P. Phillips KS #26226
6201 College Boulevard, Suite 500
Overland Park, KS 66211
(913) 345-8100 (telephone)
(913) 345-0736 (fascimile)
dwaters@spencerfane.com
cphillips@spencerfane.com

W. Joseph Hatley KS #12929
Angus W. Dwyer KS #26995
1000 Walnut, Suite 1400
Kansas City, MO 64106
(816) 474-8100 (telephone)
(816) 474-3216 (facsimile)
jhatley@spencerfane.com
adwyer@spencerfane.com

ATTORNEYS FOR PLAINTIFF CITY OF LEAVENWORTH, KANSAS

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REPLY MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR TEMPORARY INJUNCTION

All the City seeks here is an order requiring CoreCivic to comply with a municipal ordinance, the legality of which CoreCivic does not challenge, but whose application it *does* dispute. In light of a recent controversy at a privately owned ICE detention facility in Newark, NJ which was rooted in whether the owner was required to comply with municipal ordinances, injunctive relief is both desirable and necessary here to clarify the parties' rights and avoid disputes of that nature from boiling over in Leavenworth.[1]

I. The City is likely to succeed on the merits.

A. The City's request for a declaratory judgment is immaterial to the resolution of this motion but is proper under the Kansas Declaratory Judgment Act.

CoreCivic's argument that the City may not pursue a declaratory judgment is both immaterial to the outcome of this motion and incorrect. K.S.A. 12-761(c) expressly allows a city to seek injunctive relief when "land is or is proposed to be used in violation of any zoning regulations." Because the City contends that CoreCivic is about to use its property in violation of the City's Development Regulations, K.S.A. 12-761(c) confers jurisdiction on the Court to grant injunctive relief to the City, so whether the City is also seeking a declaratory judgment is not relevant.

[1] Because the City seeks only to preserve the status quo through an order of *prohibition*, this motion is not a request for a disfavored mandatory injunction. *See Mid-America Pipeline Co. v. Wietharn,*, 246 Kan. 238, 242 (1990) ("A mandatory injunction is an extraordinary remedy used to effectuate full and complete justice by commanding the performance of a positive act.") The City is not seeking a mandatory injunction, because it is not asking the Court to order CoreCivic to do anything. If the Court enters the requested relief, CoreCivic will not in fact be ordered to do anything; it will still be CoreCivic's choice whether to apply for a permit. The City seeks only an order prohibiting CoreCivic from housing detainees unless it first takes the step of applying for and obtaining a special use permit.

Moreover, CoreCivic may not use a federal court's reticence about its Article III power to enter a declaratory judgment to influence this Court's analysis, because the Kansas Declaratory Judgment Act provides specific authority for the Court to act in this case. K.S.A. 60-1704 states that "any person having an interest under a…municipal ordinance…may seek determination of any question of construction or validity arising under that enactment…and may obtain a declaration of rights, status or other legal relations thereunder." The only restriction Kansas law imposes is that a court "may decline to render or enter a declaratory judgment where such judgment, if entered, would not terminate the uncertainty or controversy giving rise to the proceeding." K.S.A. 60-1708. As the Court of Appeals stated in *Santa Rosa Associates, Ltd. v. Principal Life Ins. Co.*, 41 Kan. App. 2d 840, 858 (2009), quoting *Franklin Life Ins. Co. v. Johnson*, 157 F.2d 653, 658 (10th Cir. 1946), "the purpose of the declaratory judgment action is to settle actual controversies before they have ripened into violations of law or legal duty or breach of contractual obligations."

CoreCivic has plainly expressed its intention to begin housing detainees at its Leavenworth facility in the immediate future. The City believes that if CoreCivic were to do so without a special use permit, it would put CoreCivic in violation of the City's Development Regulations because CoreCivic's right to operate its facility without a permit ended when it stopped using its property as a jail or prison for more than 12 months. Construing the City's Development Regulations against this set of facts is precisely why the Kansas Declaratory Judgment Act exists.

B. CoreCivic abandoned its grandfathered special use by not using its property as a detention facility since 2021.

Although CoreCivic's use of the property as a detention center before 2022 was a conforming use, Kansas law on the abandonment of nonconforming uses is helpful in analyzing whether a *special* use has been abandoned. A "landowner generally has no right 'to change,

expand, or to recommence after abandonment' a nonconforming use." *Lambert v. City of Leawood*, 471 P.3d 36, 2020 WL 5491377, at *3 (Kan. Ct. App. Sept. 11, 2020) (quoting *Goodwin v. City of Kansas City*, 244 Kan. 28, 32, 766 P.2d 177, 181 (1988)). "Courts have consistently ruled that the right to a preexisting nonconforming use is to be strictly construed and that the burden of proof is on the party claiming the nonconforming use." *Seward Cnty. ex rel. Seward Cnty. Bd. of Com'rs v. Navarro*, 35 Kan. App. 2d 744, 752, 133 P.3d 1283, 1288 (2006). Direct testimony of intent to abandon "is not essential." *Chapman v. Cont'l Oil Co.*, 149 Kan. 822, 89 P.2d 833, 834 (1939).

CoreCivic focuses its substantive argument on its claim that it did not intend to abandon its use of the Property as a jail or prison. But under Kansas law, and the law of many other states, a property owner's intent to carry on a grandfathered use is irrelevant if (a) the city's zoning code provides that discontinuance of the use for a specified time terminates the right to the grandfathered use, and (b) the property is not actually and actively being used as grandfathered for that specified time.

In *M.S.W., Inc. v. Bd. of Zoning Appeals of Marion Co.*, 29 Kan. App. 2d 139 (2001), the Court of Appeals affirmed a lower court judgment finding that the property owner had forfeited its right to operate a landfill where the landfill was given a Conditional Use Permit, but where (a) the property was not in fact used as a landfill for more than six months, and (b) the county zoning ordinance provided that the failure to use property for the purpose allowed by the CUP for six months, the CUP was forfeited. *See also City of Belton v. Smoky Hill Ry.*, 170 S.W.3d 429 (Mo. Ct. App. 2005) (intent to abandon irrelevant where rail line was not used for the period of time specified in ordinance); *City of Glendale v. Aldabbagh*, 939 P.2d 418 (Az. 1997) (intent to abandon not relevant where nonuse attributable, at least in part, to owner); *Cizek v. Concerned Citizens*, 49

P.3d 228 (Alaska 2002) (fact that airstrip was usable as such irrelevant; one-year discontinuance ordinance enforced).

These cases reflect that when cities adopt ordinances providing that the right to use property as either a nonconforming use or under a special use permit ceases when the property is not in fact used as such for a specified period, the property owner's intent is irrelevant. This eliminates the need to discern something as subjective as intent and makes particular sense when dealing with grandfathered uses, because they are by definition inconsistent with the city or county zoning ordinances. Property owners benefitting from grandfathered uses have not gone through the approval process, so it makes no sense that they would have greater rights than property owners who have sought proper approval. *See M.S.W., Inc.*, *supra*¸ 29 Kan. App. 2d at 139 ("The doctrine of nonconforming uses is recognized in Kansas but is not a favored status under the law.")

CoreCivic stopped using its property as a detention facility by choosing not to house a single detainee there since 2021. It clearly could have done so given that, in 2023 alone, it housed thousands of ICE detainees at eight other facilities across the United States. *See* CoreCivic PREA Annual Report 2023 at 7, *available at* https://bit.ly/452MSlS. That it continued to "maintain and operate the property" or that it "pays its taxes"[2] does not mean it was *using* the property *as a detention facility*. (Resp's Br. at 12.) Anyone can build a jail in Leavenworth without first obtaining an SUP, but an SUP would be required before housing detainees in it. It is the actual use

[2] Upon information and belief, CoreCivic reduced its property tax payments to Leavenworth County by about half during the time it was not operating a detention facility. This seems inconsistent with the notion that the use of its property never changed; presumably this happened only at CoreCivic's insistence since it would be unusual for County Assessor to unilaterally drop a property assessment by that much. The City intends to explore this question in discovery.

of property, not whether its lights are being kept on, that dictates property's status under the City's Development Regulations.

Union Quarries, Inc. v. Bd. of Cnty. Com'rs of Johnson Cnty., 206 Kan. 268, 478 P.2d 181 (1970), and *Vickers v. Franklin Cnty. Bd. of Commissioners*, 444 P.3d 380, 2019 WL 3242274 (Kan. Ct. App. 2019), are both readily distinguishable. In both cases, the owners of rock quarries continued to sell rocks from their property during the alleged period of abandonment. *Vickers*, 2019 WL 3242274 at *8. Here, CoreCivic stopped housing detainees altogether for over three years, and as the Kansas Court of Appeals noted in *Vickers*, a zoning ordinance's specification of the time after which a special use is deemed to be discontinued supplants any subjective questions about the property owner's intent. *Id.* In short, CoreCivic's decision not to house detainees for over three years caused it to lose its grandfathered status and requires it to seek an SUP before housing detainees again.

C. The City did not violate CoreCivic's due process rights.

CoreCivic claims the City violated § 2.04.D of the Development Regulations and its due process rights because it did not provide CoreCivic with notice and a hearing prior to rescinding its special use designation. But section 2.04.D does not apply here. It applies only to *revocations* of special use permits or active grandfathered special uses. Here, the City administratively *rescinded* the special use designation due to abandonment under a different provision of the Code, § 2.04.C, which does not contain the notice-and-hearing requirements of § 2.04.D. Once a special use is discontinued for 12 months, even the City Administrator may rescind the right to carry on the special use without notice or hearing. Here, the City Commission did so.

Due process also did not require the City to provide notice and a hearing. Property rights may be deemed abandoned without notice and a hearing. *See Nigh v. Haas*, 139 Kan. 307, 31 P.2d 28, 28 syl. ¶ 1 (1934) (holding that due process did not require personal service of notice of

forfeiture of mineral rights following abandonment); *Hawley v. Kansas Dept. of Agric.*, 281 Kan. 603, 626, 132 P.3d 870, 886 (2006) (holding that no taking occurs when property is abandoned because the government is not required "to compensate the owner for the consequences of his own neglect.'"); *In re Dahn's Estate*, 204 Kan. 535, 535, 464 P.2d 238, 239 syl. ¶ 6 (1970) (homestead interest extinguished by abandonment); *Casco LLC v. McDonald's Real Estate Co.*, 666 Fed. Appx. 743, 755 (10th Cir. 2016) (easement extinguished by abandonment). CoreCivic was not entitled to notice and a hearing after ceasing its special use for three years because the Development Regulations placed it on notice already that its special use rights could be administratively rescinded at any time thereafter.

D. The City's actions have not violated the Supremacy Clause, which in any event would be an affirmative defense for which CoreCivic bears the burden of proof.

CoreCivic broadly claims that the City's efforts to regulate CoreCivic's use of its property would violate the Supremacy Clause of the United States Constitution. CoreCivic is simply wrong at a high level, and its asserted defense on this basis would not be ripe under the City either denies a permit altogether or issues one with conditions to which CoreCivic objects.

The primary doctrines at play here are the intergovernmental immunity doctrine and federal preemption. The first does not apply to CoreCivic because federal contractors do not stand on the same footing as the federal government itself. It is premature to apply the second doctrine because there is no way to know whether a particular action of the City is preempted until the City actually takes that action. The City will discuss each doctrine in turn.

1. The intergovernmental immunity doctrine does not bar the City's claim that CoreCivic must have a special use permit.

The intergovernmental immunity doctrine generally immunizes the federal government from state laws that directly regulate or discriminate against it. *United States v. Washington*, 596

U.S. 832, 835 (2022). But the doctrine does not apply with the same vigor to federal contractors, who are typically private businesses. Rather, especially when contractors such as CoreCivic are involved, the doctrine prohibits state laws that either "regulate the United States directly or discriminate against the Federal Government or those with whom it deals. *North Dakota v. United States*, 495 U.S. 423, 435 (1990).

The City's requirement that CoreCivic obtain a special use permit does not discriminate against CoreCivic on the basis that it is a federal contractor. Rather, the portion of the Development Regulations requiring a special use permit for any person wanting to use its property as a jail or prison applies without regard to whom the owner is contracting with. If CoreCivic wanted to use its facility to house pretrial detainees charged with state claims, and thus contract with local counties, it would need a special use permit. If CoreCivic wanted to use its facility to house a part of the state's prison population, it would need a special use permit. And it needs a special use permit to house ICE detainees. So the City's Development Regulations do not discriminate against CoreCivic based on the origins of its detainee population, and thus do not violate the intergovernmental immunity doctrine.

Even the Ninth Circuit case cited by CoreCivic makes clear that "[p]rivate contractors are not federal instrumentalities." *Geo Group, Inc. v. Newsom*, 50 F.4th 745, 755 (9th Cir. 2022). "Private contractors do not stand on the same footing as the federal government, so states can impose many laws on federal contractors that they could not apply to the federal government itself." *Id.* at 750. "Absent federal law to the contrary, the Supremacy Clause therefore leaves considerable room for states to enforce their generally applicable laws against federal contractors." *Id.* at 755. A company's mere status as a federal contractor does not confer upon it total immunity from any state or municipal regulation. And indeed, such regulation is not prohibited even where

it has an indirect effect on the federal agency with which it is partnered. A state or municipality may enforce its statutes and regulations against federal contractors even where doing so would "increase the federal government's costs." *Id.* at 755.

Notably, the regulations here are fundamentally different from those in the immigration-related cases cited by CoreCivic. The statute at issue in *Geo Group* categorically prohibited the operation of private prisons in California, which would have made it impossible for ICE to use private contractors to detain illegal aliens in the state. *See* 50 F.4th at 752. Similarly, the statute at issue in *CoreCivic, Inc. v. Murphy*, 690 F. Supp. 3d 467 (D.N.J. 2023) prohibited both state and private prisons in New Jersey from contracting to provide detention services for ICE, which likewise operated as a complete ban on ICE using any contractors to house detainees in the state. *See id.* at 473

In these two cases, the state or municipal ordinance sought to *directly* regulate either immigration or the provision of private detention services to ICE and was enacted with that deliberate purpose. Here, in contrast, the City asks CoreCivic to comply with a zoning ordinance whose application does not depend on whom CoreCivic wishes to detain. It does not discriminate against either the federal government or its chosen contractor, so it does not violate the intergovernmental immunity doctrine.[3]

2. Claims that the City's actions are preempted by federal law are premature.

The Court should reject CoreCivic's argument regarding preemption for similar reasons. Obviously, the federal government "has broad, undoubted power over the subject of immigration

[3] The case is likewise distinguishable from *Leslie Miller, Inc. v. Arkansas*, 352 U.S. 187 (1956) because the City is not seeking to license who can serve as a government contractor; requiring CoreCivic to comply with the Development Regulations would not give the City *de facto* control over who ICE can hire as a contractor.

and the status of aliens." *Arizona v. U.S.*, 567 U.S. 387, 394 (2012). But that broad authority has never been held to operate as a complete preemption of any state or municipal statute or regulation that touches on immigration issues, and the Supreme Court has repeatedly upheld such laws against a preemption challenge. *See id.* at 414 (state statute requiring arresting officers to determine the immigration of individuals who are arrested not preempted); *Chamber of Commerce of U.S. v. Whiting*, 563 U.S. 582, 607 (2011) (state statute revoking the licenses of businesses that employ undocumented aliens not impliedly preempted); *id.* at 609-10 (state statute requiring employers to use the E-Verify program was not preempted).

This is particularly the case where the specific subject of the law that has incidental effects on immigration is one that falls within an area traditionally regulated by the states rather than the federal government. *See id.* at 605 ("Regulating in-state businesses through licensing laws has never been considered an area of dominant federal concern."). And as the Tenth Circuit has noted, zoning regulations have traditionally been treated as a state and local government issue by our federal system. *See Mount Olivet Cemetery Ass'n v. Salt Lake City*, 154 F.3d 480, 487 (10th Cir. 1998) ("Land use policy such as zoning customarily has been considered a feature of local government and an area in which the tenets of federalism are particularly strong."). Where states or municipalities are legislating within such traditionally local concerns, there is a strong presumption against preemption. *See Arizona*, 567 U.S. at 400 ("In preemption analysis, courts should assume that 'the historic police powers of the States' are not superseded 'unless that was the clear and manifest purpose of Congress.'"), quoting *Rice v. Santa Fe Elevator Corp.*, 331 U.S. 218, 230 (1947).

Here, CoreCivic has presented no evidence that Congress had the "clear and manifest purpose" of assuming federal control over municipal land use regulation, either in general or

specifically with respect to facilities whose owners wish to use them as ICE detention facilities. It has not identified an applicable federal zoning code, for example, or pointed to any language in any federal statute prohibiting the application of municipal zoning regulations to private prisons whose owners seek to contract with ICE. CoreCivic's argument is not that these zoning questions are governed by federal law; it is that they are governed by *no law* whatsoever—that CoreCivic is a law unto itself, free to unilaterally reopen the facility solely because it wants to.

If credited, CoreCivic's argument would open the door would open the door to a kind of radical anarchy regarding federal contractors. Nothing about the logic of CoreCivic's argument is limited to the specific provisions of the Development Regulations at issue in this suit. By CoreCivic's logic, preemption or intergovernmental immunity shield it from *all* zoning laws. Given the Supreme Court's increasing deference to the notion that states are equal sovereigns in our constitutional order, CoreCivic's position is untenable.

Moreover, the fundamental premise of CoreCivic's argument – that requiring it to comply with the City's zoning process will impermissibly burden ICE's carrying out of its immigration-enforcement duties – is not well supported in CoreCivic's motion. Whether, and to what extent, compliance with the City's zoning process will impact ICE's operations is ultimately a factual question, and CoreCivic supplies no evidence to support its position. (And, of course, if it *did* provide such evidence, it would be outside the four corners of the City's petition and therefore not appropriately considered on a motion to dismiss for failure to state a claim under K.S.A. 60-212(b)(6).

The proposition that complying with the City's zoning process will adversely affect ICE is also almost certainly not true, as is evidenced by DHS's own regulations. The specific regulation that authorizes ICE to house detained aliens with private contractors like CoreCivic in fact *requires*

private contractors to comply with local "safety and emergency codes.". *See* 8 C.F.R. § 253.3(e)(2) (including "[c]onformance with safety and emergency codes" as one of the "four mandatory criteria for usage" applicable to private detention facilities). Indeed, the contract with ICE in *Nwauzor v. GEO Group, Inc.*, 127 F.4th 750, 757 (9th Cir. 2025) required GEO (CoreCivic's chief competitor in the private prison industry) "to comply with 'all applicable federal, state, and local laws and standards.'" CoreCivic has opted thus far not to disclose its contract with ICE to the City, but if it contains a similar provision, then CoreCivic's arguments will be wholly for naught.

III. A city's inability to enforce a valid ordinance is irreparable harm.

In general, a person's past conduct is the best guide to their future conduct. For this reason, past conduct can appropriately be considered when evaluating whether there is a future risk of harm. *See Tandy v. City of Wichita*, 380 F.3d 1277, 1289 (10th Cir. 2004). CoreCivic does not challenge the City's description of its history on this site or offer any evidence that history will not repeat itself. CoreCivic further does not challenge the City's position that a government's inability to enforce its own laws for the benefit of its own citizens is itself irreparable harm. *Maryland v. King*, 567 U.S. 1301, 1303 (2012). For that reason, the City will suffer irreparable harm if it is unable to enforce its Development Regulations regardless of how CoreCivic plans to operate.

IV. The City does not have an adequate remedy at law.

CoreCivil blithely asserts, without evidence, that the City is not entitled to an injunction because it has an adequate remedy at law in the form of monetary damages. CoreCivic's argument flies in the face of K.S.A. 12-761(c), which explicitly gives cities the right to injunctive relief to stop a threatened violation of their zoning ordinances.

CoreCivic offers the Court no means by which the City could measure its damages, casting further doubt on the credibility of its arguments. But the major problem is that if CoreCivic is

allowed to operate without a special use permit, the City will lack any method to enforce compliance with conditions that the City may impose to prevent or ameliorate the harm it sustained in the past. Moreover, without a permit, CoreCivic may impose untold costs on the City in the future with no end in sight. If the City were to sue CoreCivic to recover those costs, CoreCivic would likely argue that the City is not entitled to compensation for doing the things the City may otherwise be required to do anyway, such as respond to emergency calls, investigate crimes, and the like.

K.S.A. 12-761(c) is designed to prevent these kinds of disputes by enabling cities to prevent the unregulated use of property where such use, even if allowed in a particular zoning district, requires extraordinary attention by the City or poses a particular threat of harm to neighboring property owners. The statute presumes that cities do not have an adequate legal remedy when trying to stop threatened violations of its zoning ordinances.

V. The balance of harms favors the City.

CoreCivic's contentions about the harms it will allegedly suffer are supported only by a conclusory declaration. This is insufficient, as a party opposing a preliminary injunction must support its factual arguments with non-conclusory evidence. *See, e.g., Mercy Health Services-Inc. v. Efstratiadis*, 579 F. Supp. 3d 1096, 1115 (N.D. Iowa 2022).

But even taking CoreCivic's assertions at face value, they do not justify the denial of the City's motion. CoreCivic previously recognized that it would need a special use permit and was presumably incurring the same expenses *before* it inexplicably changed course. Moreover, any harms that flow from delay are self-inflicted. If CoreCivic had stuck with its original plan to seek a permit, the process would be over by now given the City Commission's plan to make a final decision by May 27, 2025. It is only CoreCivic's decision to proceed unilaterally that has caused

the delay of which it now complains. "When the harm to a defendant is self-inflicted, it is outweighed by the irreparable harm to the party seeking injunctive relief." *H.H. Franchising Systems, Inc. v. CareSmart Solutions, Inc.*, Case No. 1:21-cv-575, 2022 WL 4274278, at *6 (S.D. Ohio Sep. 15, 2022.)

CoreCivic's invocation of its property rights is of no consequence to this motion. Cities have an unquestioned right reasonably to regulate the use of property within their boundaries through zoning ordinances. To be sure, the Takings Clause does not make that right absolute but that would be another question for another case, not this one.

VI. The public interest favors a preliminary injunction.

The City asks only that CoreCivic follow the steps required by the City's Development Regulations before it begins housing detainees again. One of those steps is a public hearing at which the citizens of Leavenworth can voice their concerns one way or the other. If, as CoreCivic claims, opening the Facility will be an economic boon to the City, then this is a policy reason for issuing a permit that should be weighed by the Planning Commission and the City Commission; CoreCivic should make that case through the democratic processes specified in the Development Regulations. An order denying the City's motion would take this decision out of the hands of elected officials and place it with an unelected judge. It is hard to see how the public interest would be furthered by denying the democratic process an opportunity to work.

VII. The Court should not require an injunction bond.

The purpose of an injunction bond is to provide a source to pay for damages caused by a wrongfully issued preliminary injunction. *Universal Engraving, Inc. v. Duarte,* 519 F. Supp. 2d 1140, 1156 (D. Kan. 2007). CoreCivic has requested that the City be required to post an injunction bond that is tied to its claimed monthly gross revenues from the facility. This is plainly

inappropriate because it would create the potential for a windfall. According to its most recent 10-K, which the Court can access at https://bit.ly/3YJ5DHb, CoreCivic reported 2024 net income of $63.5 million on revenue of $1.958 billion—a profit margin of only 3.2%.

The City stands by its position that no injunction bond should be required here because of the City's status as a governmental entity. The Court has discretion to waive an injunction bond if the movant has substantial assets. *Id*. The City has available cash reserves of over $5,000,000, sufficient to cover any reasonable damages CoreCivic could claim for a wrongful injunction.

SPENCER FANE LLP

/s/ W. Joseph Hatley
David E. Waters KS #20773
Caleb P. Phillips KS #26226
6201 College Boulevard, Suite 500
Overland Park, KS 66211
(913) 345-8100 (telephone)
(913) 345-0736 (fascimile)
dwaters@spencerfane.com
cphillips@spencerfane.com

W. Joseph Hatley KS #12929
Angus W. Dwyer KS #26995
1000 Walnut, Suite 1400
Kansas City, MO 64106
(816) 474-8100 (telephone)
(816) 474-3216 (facsimile)
jhatley@spencerfane.com
adwyer@spencerfane.com

ATTORNEYS FOR PLAINTIFF CITY OF LEAVENWORTH, KANSAS

CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2025, I electronically filed the foregoing with the Clerk of Court utilizing this Court's electronic filing system, which will automatically transmit notice of the foregoing to all CM/ECF users.

/s/ W. Joseph Hatley

EXHIBIT 7

ELECTRONICALLY FILED
2025 Jul 11 AM 11:29
CLERK OF THE LEAVENWORTH COUNTY DISTRICT COURT
CASE NUMBER: LV-2025-CV-000180
PII COMPLIANT

Court:	Leavenworth County District Court
Case Number:	LV-2025-CV-000180
Case Title:	City of Leavenworth, Kansas vs. Corecivic, Inc, et al
Type:	ORD: Order Originated by Judge TEMPORARY INJUNCTION

SO ORDERED,

/s/ Honorable John Bryant, District Court Judge

IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CORECIVIC, INC., and	)	
MISTY LYNN MACKEY,	)	**Case No. LV-2025-CV-000180**
	)	
Defendants.	)	

TEMPORARY INJUNCTION

Now on this 4th day of June 2025, the motion of the City of Leavenworth, Kansas (City) for a Temporary Injunction comes on for hearing. Plaintiff City of Leavenworth appears by counsel David E. Waters, W. Joseph Hatley and Caleb Phillips. Defendant CoreCivic, Inc. (CoreCivic) appears by counsel Taylor Concannon Hausmann and Sara A. Fevurly. There are no other appearances.

Before proceeding, the Court advised that it had reviewed the parties' briefing on the City's motion for temporary restraining order and temporary injunction, including the reply memorandum in support of its motion the City filed on June 3, 2025, and the exhibits attached to the parties' memoranda. Counsel for CoreCivic acknowledged receipt and review of the City's reply memorandum. Thereupon, the Court proceeded to hear argument from counsel. During the argument, counsel for the City provided the Court with the Declaration of Roberta Beier, attesting that the City has $5,295,616 available to satisfy any subsequent claim by CoreCivic that it has been wrongfully enjoined. The court hereby incorporates all findings and decisions made on the record by reference herein.

After hearing argument and being otherwise fully advised in the premises, the Court finds, concludes, and orders as follows:

1. In 2012, the City passed Ordinance No. 7911, amending the City's then-effective Development Regulations to, among other things, require a Special Use Permit to operate a "jail" or "prison." The current Development Regulations define "Jails and Prisons" as "[p]laces in which people are physically confined and, usually, deprived of a range of personal freedoms."

2. It is undisputed that prior to and after the City's 2012 revisions to the Development Regulations, CoreCivic operated a "jail" or "prison," as those terms are defined by the Development Regulations, on its property at 100 Highway Terrace, located within the boundaries of the City and within Leavenworth County, including pursuant to a contract with the United States Department of Justice, United States Marshals Service.

3. It is undisputed that when the City enacted the 2012 revisions to the Development Regulations, CoreCivic was not required to obtain a special use permit because the use of its property as a "jail or prison" was "grandfathered" pursuant to Sect. 1.05.E.2 of the Development Regulations, which designated CoreCivic's property as "an existing special use and a lawful conforming use." Sect. 1.05.E.2 provides:

> *Status of existing legal uses designated as special uses*. Any existing legal use at the effective date of these development regulations which is designated as a special use by these development regulations shall be deemed as an existing special use and a lawful conforming use.

4. Sect. 2.04.C of the City's Development Regulations provides that:

> ***Discontinuance of Violation of Permit Conditions****:* A Special Use Permit may be granted by and continued annually by the City Commission, City of Leavenworth, Kansas. The continuation of a Special Use Permit exists with the property as long as such Special Use Permit is used in accordance with its original intended and approved purpose and the annual SUP fee is paid. Any discontinuance of more than 12 months, violation of permit conditions, or failure to pay a fee may enable the City Commission to administratively rescind a special use permit.

5. It is undisputed that in or around the end of 2021, following former President Biden's Executive Order prohibiting the Department of Justice from renewing contracts with

private prisons, that CoreCivic's contract with the U.S. Marshals Service expired and CoreCivic stopped housing detainees pursuant to that contract. It is also undisputed that CoreCivic has not housed any detainees at its property since 2022.

6. The evidence before the Court reflects that during this time CoreCivic continued to employ individuals at the facility and engage in contract negotiations for detention services, including as a partner for U.S. Immigration and Customs Enforcement (ICE). According to CoreCivic's Vice President, Real Estate, Marcelo Ariola, CoreCivic has never "shuttered" its facility and it has no intent, and has never had any intent, to discontinue or abandon the use of CoreCivic's property as it had operated previously. However, in the months leading up to the filing of this Petition, CoreCivic listed its status as "currently inactive" on its website.

7. In 2024, CoreCivic began engaging in conversations with the City of Leavenworth about CoreCivic's opportunity to serve as a partner for ICE. On February 21, 2025, CoreCivic applied to the City for a special use permit. Although CoreCivic agreed to apply for a special use permit to help facilitate these efforts, CoreCivic continues to maintain that a special use permit was not required because CoreCivic's use of its property as a detention center was "grandfathered" pursuant to Sect. 1.5.E.2, by which it was previously deemed at the time as "an existing special use and a lawful conforming use."

8. The City scheduled a hearing before its Planning Commission for April 7, 2025, to consider CoreCivic's application, and then two hearings before its City Commission on May 13 and 27, 2025, respectively, for the City Commission to consider CoreCivic's application. On March 13, 2025, CoreCivic withdrew its application, now citing that its decision to do so was based on the parties' deteriorating relationship. CoreCivic has maintained, and continues to maintain, that a special use permit was not required in order to continue operations as a detention

facility under a new contract with ICE and further that it never "abandoned" the facility as it is defined in the Developmental Regulations.

9. On March 25, 2025, the City Commission passed and adopted Resolution No. B-2394 finding that CoreCivic had discontinued or abandoned the use of its property as a jail or prison on or about January 1, 2022, and that such use was, therefore, no longer a lawful nonconforming use under Sect. 1.05.D.8. The City Commission also found that to the extent the property could be deemed to have or to have had a special use permit or special use designation, that the City was administratively rescinding any and all special use permits or designations pursuant to Sect. 2.04.C. The City did not hold a public hearing, nor was it required to, on its decision to revoke or rescind CoreCivic's designation as a lawful conforming use or existing special use or consider evidence from CoreCivic. While the use of the term "revoke" has been used loosely in this context, it is clear to the Court that the City acted administratively under Sect. 2.04.C.

10. To the extent CoreCivic disagreed with the City's March 25, 2025, Resolution administratively rescinding CoreCivic's status as an existing special use, it can or should exhaust the administrative remedies under Chapter 12. CoreCivic has not yet done that, which the Court believes causes a procedural and jurisdictional problem.

11. CoreCivic has taken the position that the administrative decision made by the City on March 25, 2025, is invalid and has no authoritative or binding effect on its ability to house inmates or detainees.

12. The City has satisfied its burden to show its entitlement to a temporary injunction.

13. Specifically, the City has shown that it is likely to succeed on the merits of Count II of its Amended Petition, which requests the Court enter a temporary injunction and permanent

injunction "prohibiting Defendants from housing any detainees in the Facility without applying for and obtaining a special use permit in accordance with the procedures set forth in the City's Development Regulations."

14. The City administratively rescinded CoreCivic's grandfathered status under Sect. 2.04.C on March 25, 2025. CoreCivic admitted that it had received notice of this decision on or about March 27, 2025.

15. Because CoreCivic has no special use permit to operate a detention center, jail, or prison, the extraordinary relief of a temporary injunction is justified.

16. The Court is satisfied that the City will suffer irreparable harm in the absence of a temporary injunction because CoreCivic currently has no permit to operate and the City must have the ability to regulate itself by enforcing its own laws.

17. The Court is also satisfied that the City has no adequate legal remedy due to the extreme difficulty of measuring damages that will accrue in the future, based on events that must first come to pass before the scope of damages can be assessed.

18. The Court also believes that the balance of harms in this case favors the City. While CoreCivic now has the ability to increase revenue that it has lacked since 2021, it also has had other remedies available to it in order to move this process further along toward a resolution.

19. A temporary injunction also favors the public interest, because allowing CoreCivic to begin to house detainees without a proper determination on its permit status undermines the confidence and trust of the public in the City's ability to enforce its own regulations and ordinances.

20. Finally, the Court is waiving any requirement that the City post an injunction bond for the reasons set forth by the City, namely, that the Court believes the City has the resources to pay should CoreCivic be awarded damages in the future.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that the motion of the City of Leavenworth, Kansas, for a temporary injunction is GRANTED. CoreCivic, Inc., is hereby temporarily enjoined, pending a full determination on the merits, from operating a jail or prison, as those terms are defined in the City Development Regulations, at its property located at 100 Highway Terrace, unless and until it obtains a Special Use Permit from the City of Leavenworth or it is otherwise expressly permitted to use the property for jail or prison purposes by this Court or another court of competent jurisdiction. The injunction shall be binding upon CoreCivic, Inc., its officers, agents, employees, and any person acting on behalf of or in concert with any such person or entity who receives actual notice of this order by personal service or otherwise. This Journal Entry is filed over the objections of CoreCivic noted in Defendant CoreCivic, Inc.'s Opposition to Plaintiff's Motion to Settle Journal Entry filed June 27, 2025.

IT IS SO ORDERED.

EXHIBIT 8

ELECTRONICALLY FILED
2025 Aug 15 PM 1:17
CLERK OF THE LEAVENWORTH COUNTY DISTRICT COURT
CASE NUMBER: LV-2025-CV-000180
PII COMPLIANT

Court:	Leavenworth County District Court
Case Number:	LV-2025-CV-000180
Case Title:	City of Leavenworth, Kansas vs. Corecivic, Inc, et al
Type:	ORD: Order Originated by Judge COURT ORDER REGARDING STAY AND CONSOLIDATION

SO ORDERED,

/s/ Honorable John Bryant, District Court Judge

IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CORECIVIC, INC., and	)	
MISTY LYNN MACKEY,	)	**Case No. LV-2025-CV-000180**
	)	
Defendants.	)	

COURT ORDER REGARDING STAY AND CONSOLIDATION

Now on this 12th day of August 2025, the court on its own motion enters a stay on further decisions on pending motions. Plaintiff is represented by counsel David E. Waters, W. Joseph Hatley and Caleb Phillips. Defendants are represented by counsel Taylor Concannon Hausmann and Sara A. Fevurly. There are no appearances.

MOTIONS PENDING

1. Defendant CoreCivic, Inc.'s Motion to Dismiss

   Defendant CoreCivic Inc.'s Motion to Dismiss the Amended Petition and Defendant CoreCivic, Inc.'s Memorandum in Support of Motion to Dismiss the Amended Petition filed July 7, 2025. Memorandum in Opposition to CoreCivic, Inc. Motion to Dismiss filed by Plaintiff on July 16, 2025. Defendant CoreCivic, Inc.'s Reply in Support of Its Moton to Dismiss filed July 25, 2025. Arguments heard on August 6, 2025.

2. Defendant Misty Mackey's Motion to Dismiss

   Defendant Misty Mackey's Motion to Dismiss the Amended Petition and Defendant Misty Mackey's Memorandum in Support of the Motion to Dismiss the Amended Petition filed July 17, 2025. Memorandum in Opposition to Defendant Misty Mackey's Motion to Dismiss filed by Plaintiff on July 24, 2025. Defendant Mackey's Reply in

Support of Her Motion to Dismiss the Amended Petition filed on July 31, 2025. Not currently set for argument.

3. Defendant CoreCivic, Inc.'s Motion to Suspend or Stay Enforcement of Temporary Injunction

Defendant CoreCivic, Inc.'s Motion to Suspend or Stay the Enforcement of the Court's Order Temporarily Enjoining CoreCivic and Memorandum in Support filed July 23, 2025. Memorandum in Opposition to CoreCivic, Inc. Motion to Stay Enforcement of Temporary Injunction filed July 30, 2025. Defendant CoreCivic, Inc.'s Reply in Support of Its Motion to Suspend or Stay the Enforcement of the Court's Order Temporarily Enjoining CoreCivic filed August 6, 2025. Not currently set for argument.

POSTURE OF THE CASE

The court heard arguments on August 6, 2025, regarding CoreCivic's Motion to Dismiss. During that hearing the court inquired of both parties whether it would be appropriate to consolidate this case with *CoreCivic, Inc. v. City of Leavenworth, Kansas, Leavenworth District Court Case*, LV-2025-CV-229 filed on July 8, 2025. Further, the court inquired whether these matters should be stayed pending a decision by the Kansas appellate courts on Defendant CoreCivic's appeal of this court's decisions regarding the Temporary Injunction Order entered by the court on July 11, 2025.

Notice of that appeal was filed on July 18, 2025. During argument on the Motion to Dismiss, Defendant CoreCivic, Inc., indicated that the appeal should be docketed shortly. The court indicated to both parties that the court believed that the issues ruled on by the court in its decision to grant the Temporary Injunction seem to be very closely tied to the issues raised in the subsequent Motions (listed above) as well as those raised in LV-2025-CV-229. The court opined

that they were so closely related that it would seem that any decision made by the appellate courts could not only directly affect the Temporary Injunction, but also, any subsequent rulings which are based on the decisions made by the court regarding the issuance of said Order. The court gave the parties seven days to provide written opinions to the court on those issues. Those written opinions have now been received and reviewed by the court.

Since that time, the court has received notice from Defendant CoreCivic, Inc., that on or about August 8, 2025, Defendant CoreCivic, Inc., filed Case No. 2:25-cv-2457 in the United States District Court for the District of Kansas. (*CoreCivic, Inc., v. City of Leavenworth, Kansas, Mayor Holly Pittman, Mayor Pro Tem Nancy Bauder, Commissioners Griff Martin, Jermaine Wilson, and Edd Hingula, in their Official Capacities as Members of the Leavenworth City Commission*). The argument raised in that Complaint is the same as arguments made in the cases pending before this court regarding the Supremacy Clause of Article VI of the United States Constitution.

CONCLUSION

The court believes that due to the pending appellate review and ongoing federal case, the court has no choice but to stay certain decisions pending the outcomes of those matters. The legal issues in those matters overlap the issues pending before this court to such a degree as to make them unable to be parsed. In fact, if Defendant is successful in the newly filed federal case, it would appear to make any decisions in this matter moot. This decision by the court does not stay the enforcement of the Temporary Injunction Order, nor any other aspect of this proceeding until further Order of this court.

Regarding Defendant CoreCivic, Inc.'s Motion to Dismiss, the court believes that it can at least partially rule on this matter and a separate order will be forthcoming. Regarding

Defendant Misty Mackey's Motion to Dismiss, the court believes that this matter could also be decided and directs the parties to either set the motion for argument or indicate whether argument is waived. Regarding Defendant CoreCivic, Inc.'s Motion to Suspend or Stay Enforcement of Temporary Injunction, the court believes that issue is so directly tied to the issue pending in the Court of Appeals that the court will stay any decision on that motion. If the parties are ready to set the case for a Case Management Conference, the court would direct them to contact the court for a date and time. The court makes no determination regarding consolidation at this time.

IT IS SO ORDERED.

EXHIBIT 9

ELECTRONICALLY FILED
2025 Aug 18 PM 12:11
CLERK OF THE LEAVENWORTH COUNTY DISTRICT COURT
CASE NUMBER: LV-2025-CV-000180
PII COMPLIANT

Court:	Leavenworth County District Court
Case Number:	LV-2025-CV-000180
Case Title:	City of Leavenworth, Kansas vs. Corecivic, Inc, et al
Type:	ORD: Order Originated by Judge COURT ORDER REGARDING DEFENDANT CORECIVIC, INC.'S MOTION TO DISMISS AMENDED PETITION

SO ORDERED,

/s/ Honorable John Bryant, District Court Judge

IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CORECIVIC, INC., and	)	
MISTY LYNN MACKEY,	)	**Case No. LV-2025-CV-000180**
	)	
Defendants.	)	

COURT ORDER REGARDING DEFENDANT CORECIVIC, INC.'S MOTION TO DISMISS AMENDED PETITION

Now on this 6th day of August 2025, this matter comes before the court for argument on Defendant CoreCivic, Inc.'s Motion to Dismiss the Amended Petition filed July 7, 2025. Plaintiff appears by counsel David E. Waters and W. Joseph Hatley. Defendants appear by counsel Taylor Concannon Hausmann and Sara A. Fevurly.

On July 7, 2025, Defendant CoreCivic, Inc. (CoreCivic) filed Defendant CoreCivic Inc.'s Motion to Dismiss the Amended Petition and Defendant CoreCivic, Inc.'s Memorandum in Support of Motion to Dismiss the Amended Petition. A Memorandum in Opposition to CoreCivic, Inc. Motion to Dismiss was filed by Plaintiff on July 16, 2025. Defendant CoreCivic filed its Reply on July 25, 2025. Arguments were heard on August 6, 2025.

The court believes that the issues surrounding Counts I and II of the Amended Petition are so closely related to those pending on appeal, that the court will stay its decision on those two counts pending a decision made by the Kansas appellate courts. However, the court believes that the argument regarding Count IV – Public Nuisance can be decided as the court did not issue a Temporary Injunction regarding Count IV and therefore did not find that there was any likelihood of success on that count. Count III against Defendant Mackey only is the subject of a separate motion.

STANDARD OF REVIEW

The court must assume as true all well-pleaded factual allegations and determine whether they plausibly give rise to an entitlement of relief. *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009). To survive a motion to dismiss, a complaint must contain sufficient factual matter to state a claim which is plausible—not merely conceivable—on its face. *Id*. at 679-80; *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). In determining whether a complaint states a plausible claim for relief, the court draws on its judicial experience and common sense. *Iqbal*, 556 U.S. at 679. The court need not accept as true those allegations which state only legal conclusions. See *Id*.

The Plaintiff bears the burden of framing its claim with enough factual matter to suggest that it is entitled to relief. A mere recital of a cause of action accompanied by conclusory statements is insufficient. See *Twombly*, 550 U.S. at 556. A plaintiff makes a facially plausible claim by pleading factual content from which the court can reasonably infer that a defendant is liable for the alleged misconduct. *Iqbal*, 556 U.S. at 678. Plaintiff must show more than a sheer possibility that Defendants have acted unlawfully. It is not enough to plead facts that are "merely consistent with" a defendant's liability. *Id.* (quoting *Twombly*, 550 U.S. at 557). A pleading which only contains labels and conclusions, a formulaic recitation of the elements of a cause of action, or naked assertions devoid of further factual enhancement will not stand. *Id*. Where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the pleading has alleged but has not shown that a plaintiff is entitled to relief. *Id.* at 679. In deciding a motion to dismiss for failure to state a claim, "the district court is required to assume that the facts alleged by the plaintiff are true. It is then required to draw any reasonable inferences from those facts and determine whether the facts and inferences state a claim, not only on the theory espoused by the plaintiffs, but on any possible theory the court can

divine. Under Kansas' notice pleading, a petition is not intended to govern the entire course of the case. Rather, the ultimate legal issues and theories on which the case will be decided are reduced to writing in the pretrial order, typically entered at the close of discovery." *Nungesser v. Bryant*, 283 Kan. 550, 559, 153 P.3d 1277 (2007).

ANALYSIS

Plaintiff's Amended Petition filed June 2, 2025, goes to great lengths to paint Defendant CoreCivic in a negative light, going so far as to include a preamble containing Judge Robinson's opinion on the matter. However, there can be no question that as Defendant CoreCivic's facility currently sits, it is not a nuisance and Plaintiff pleads no facts that would portray it as such. Plaintiff makes three main arguments in this regard. First, that the prior conduct and failures by Defendant CoreCivic show proof to this court that it will constitute a nuisance if and when it begins housing detainees. Second, that operating in violation of the City's ordinances and regulations constitutes a nuisance. Third, if the court does not believe these two arguments, then the court could still save this count by considering any possible theory that could be drawn from these facts. Plaintiff fails on all three arguments.

Plaintiff argues that the case law supports not only enjoining a current nuisance but also supports enjoining future nuisances. Plaintiff takes a very broad view of the language in those cases. The court does not believe that is what the cases cited by Plaintiff stand for. The cases cited by Plaintiff take a commonsense approach that there is a right to enjoin a current nuisance and to prevent that nuisance from continuing to occur in the future. They do not stand for the proposition that a court may look into a crystal ball and speculate on a nuisance that could possibly occur at some point in the future. Defendant CoreCivic's prior record does not bode well, however, as noted by Defendant CoreCivic, the complained of conduct apparently occurred

only for a short period in the long history of that facility. Further, if this conduct was so egregious as to warrant a nuisance finding based on the mere possibility of a recurrence, it seems remarkable to this court that Plaintiff chose to take no action whatsoever at the time the conduct was actually occurring.

For a similar reason, the court also decides against Plaintiff's argument that operation of the facility against the City's ordinances and regulations creates a nuisance. The facility is currently not operating against the City's rules and has shown no intention to do so at this time. The court agrees with Defendant CoreCivic that while they are preparing to open the facility to house detainees at some point, it is mere speculation that they will do so contrary to any of the City's ordinances or regulations.

Finally, the court can find nothing in the facts as alleged that show there is any viable theory as to Count IV. Defendant is correct that the arguments regarding this count are hypothetical and based on Plaintiff's speculation, not on facts that would support the claim.

CONCLUSION

The court stays its decision as to Counts I, II, and III, but HEREBY DISMISSES Count IV of the Amended Petition.

IT IS SO ORDERED.

EXHIBIT 10

Case 129466 CLERK OF THE APPELLATE COURTS Filed 2025 Sep 04 AM 8:58

25CV180

CASE NO. 129,466

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

CITY OF LEAVENWORTH, KANSAS,
Plaintiff-Appellee,

v.

CORECIVIC, INC.,
Defendant-Appellant,

AND

MISTY LINN MACKEY,
Defendant.

ORDER

We deny Appellant's motion to suspend or stay the district court order. We note Appellee's response.

DATED: September 4, 2025.

FOR THE COURT

LORI BOLTON FLEMING, Presiding Judge

EXHIBIT 11

Case 129466 CLERK OF THE APPELLATE COURTS Filed 2025 Sep 04 AM 11:26

25CV180

CASE NO. 129,466

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

CITY OF LEAVENWORTH, KANSAS,
Plaintiff-Appellee,

v.

CORECIVIC, INC.,
Defendant-Appellant,

AND

MISTY LINN MACKEY,
Defendant.

ORDER

Given the nature of this appeal, the briefing schedule will be expedited. In the absence of a showing of exceptional circumstances, no extensions of time for filing briefs will be granted. The court will not consider heavy workload, alone, an exceptional circumstance.

DATED: September 4, 2025.

FOR THE COURT

LORI BOLTON FLEMING, Presiding Judge

EXHIBIT 12

ELECTRONICALLY FILED
2025 Sep 08 PM 1:06
CLERK OF THE LEAVENWORTH COUNTY DISTRICT COURT
CASE NUMBER: LV-2025-CV-000180
PII COMPLIANT

Court:	Leavenworth County District Court
Case Number:	LV-2025-CV-000180
Case Title:	City of Leavenworth, Kansas vs. Corecivic, Inc, et al
Type:	ORD: Order Originated by Judge Court Order Regarding Defendant Misty Mackey's Motion to Dismiss Amended Petition

SO ORDERED,

/s/ Honorable John Bryant, District Court Judge

IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CORECIVIC, INC., and	)	
MISTY LYNN MACKEY,	)	**Case No. LV-2025-CV-000180**
	)	
Defendants.	)	

COURT ORDER REGARDING DEFENDANT MISTY MACKEY'S MOTION TO DISMISS AMENDED PETITION

Now on this 8th day of September 2025, this matter comes before the court for a decision on Defendant Misty Mackey's Motion to Dismiss the Amended Petition filed July 17, 2025. The parties have waived oral argument on this matter. There are no appearances. Plaintiff is represented by counsel David E. Waters and W. Joseph Hatley. Defendant Misty Lynn Mackey (Defendant Mackey) is represented by counsel Taylor Concannon Hausmann and Sara A. Fevurly.

On July 17, 2025, Defendant Mackey filed Defendant Misty Mackey's Motion to Dismiss Amended Petition along with a memorandum in support. On July 24, 2025, Plaintiff filed its Memorandum in Opposition to Defendant Misty Mackey's Motion to Dismiss.

STANDARD OF REVIEW

The court must assume as true all well-pleaded factual allegations and determine whether they plausibly give rise to an entitlement of relief. *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009). To survive a motion to dismiss, a complaint must contain sufficient factual matter to state a claim which is plausible—not merely conceivable—on its face. *Id*. at 679-80; *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). In determining whether a complaint states a plausible claim

for relief, the court draws on its judicial experience and common sense. *Iqbal*, 556 U.S. at 679. The court need not accept as true those allegations which state only legal conclusions. See *Id*.

The Plaintiff bears the burden of framing its claim with enough factual matter to suggest that it is entitled to relief. A mere recital of a cause of action accompanied by conclusory statements is insufficient. See *Twombly*, 550 U.S. at 556. A plaintiff makes a facially plausible claim by pleading factual content from which the court can reasonably infer that a defendant is liable for the alleged misconduct. *Iqbal*, 556 U.S. at 678. Plaintiff must show more than a sheer possibility that Defendants have acted unlawfully. It is not enough to plead facts that are "merely consistent with" a defendant's liability. *Id.* (quoting *Twombly*, 550 U.S. at 557). A pleading which only contains labels and conclusions, a formulaic recitation of the elements of a cause of action, or naked assertions devoid of further factual enhancement will not stand. *Id*. Where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the pleading has alleged but has not shown that a plaintiff is entitled to relief. *Id.* at 679. In deciding a motion to dismiss for failure to state a claim, "the district court is required to assume that the facts alleged by the plaintiff are true. It is then required to draw any reasonable inferences from those facts and determine whether the facts and inferences state a claim, not only on the theory espoused by the plaintiffs, but on any possible theory the court can divine. Under Kansas' notice pleading, a petition is not intended to govern the entire course of the case. Rather, the ultimate legal issues and theories on which the case will be decided are reduced to writing in the pretrial order, typically entered at the close of discovery." *Nungesser v. Bryant*, 283 Kan. 550, 559, 153 P.3d 1277 (2007).

ANALYSIS

Plaintiff's First Amended Petition filed June 2, 2025, alleges one count against Defendant Mackey, Count III – Aiding and Abetting CoreCivic. The factual allegations which Plaintiff alleges gives rise to Count III surround Defendant Mackey's plan to aid and abet CoreCivic to operate as a jail or prison for detainees without obtaining a special use permit. Plaintiff acknowledges that Defendant Mackey is acting with "actual, implied, apparent, and specific authority" to take actions on behalf of Defendant CoreCivic.

The court questions whether Defendant Mackey is a necessary party to this action. Defendant CoreCivic, "its officers, agents, employees, and any person acting on behalf of or in concert with any such person or entity," are currently enjoined from taking any action to open the facility to house detainees by way of the Temporary Injunction. Defendant Mackey has no authority to act outside of whatever authority is granted to her by Defendant CoreCivic. Defendant CoreCivic is not a "correctional institution" under K.S.A. 75-5202(d), therefore Defendant Mackey is a "warden" in name only. Defendant Mackey does not meet the definition of "warden" under K.S.A. 75-5202(e). Defendant Mackey has no authority to act without the permission of Defendant CoreCivic.

However, regardless of whether Defendant Mackey is a necessary party, the only specific actions Plaintiff alleges against Defendant Mackey are "Defendant Mackey's plan to use the Property for a jail or prison…without applying for a special use permit" and that "Defendant Mackey has knowledge of and will substantially assist in these … acts." It would seem that under no theory of the case or under any facts alleged, can Defendant Mackey operate the facility outside of the authority granted by Defendant CoreCivic. It is not Defendant Mackey's plan to operate the Property for a jail or prison, it is Defendant CoreCivic's plan to do so. There are no

facts set forth with specific regard to Defendant Mackey to illustrate how she will aid and abet Defendant CoreCivic or how Defendant Mackey plans to aid and abet Defendant CoreCivic in the future. The facts as alleged in Count III – Aiding and Abetting CoreCivic are conclusory in nature.

CONCLUSION

For the above reasons, the court HEREBY DISMISSES Count III of the Amended Petition.

IT IS SO ORDERED.

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC., Plaintiff, v. CITY OF LEAVENWORTH, KANSAS, MAYOR HOLLY PITTMAN, MAYOR PRO TEM NANCY BAUDER, COMMISSIONERS GRIFF MARTIN, JERMAINE WILSON AND EDD HINGULA, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE LEAVENWORTH CITY COMMISSION. Defendants.	)	Case No. 2:25-cv-2457

DECLARATION OF BART VERHULST IN SUPPORT OF APPLICATION FOR PRELIMINARY INJUNCTION AND DECLARATORY RELIEF

Bart Verhulst declares as follows pursuant to 28 U.S.C. §1746:

1. I am employed by Plaintiff CoreCivic, Inc. ("CoreCivic") as Vice President/Federal & Local Partnership Relations.

2. Based on eighteen (18) years of negotiating hundreds of contracts and modifications with the Federal Government and the U.S. Immigration and Customs Enforcement ("ICE"), I am intimately familiar with CoreCivic's process for procuring and maintaining government contracts, including with ICE.

3. I am also familiar with the history of CoreCivic's detention center located at 100 Highway Terrace in Leavenworth, Kansas (the "Property" or the "Midwest Facility"), including CoreCivic's agreements and negotiations with the Federal Government and ICE concerning its use.

4. I submit this declaration based on my personal knowledge, in support of CoreCivic's application for a declaratory judgment that Resolution No. B-2394, adopted by the Leavenworth City Commission on March 25, 2025 violates the Supremacy Clause of the U.S. Constitution, and for a preliminary injunction staying enforcement of the State Temporary Injunction (discussed and defined in the accompanying declaration of CoreCivic's counsel, Bradley D. Simon, the "Simon Dec.") so as to permit CoreCivic to operate the Midwest Facility as a civil immigrant detention center at the Property under the ICE Agreement, and/or to negotiate toward, enter into, and perform under a subsequent agreement with ICE

for that purpose.

5. CoreCivic requires the relief requested by this application in order to enable it to support ICE in discharging ICE's Constitutional mission to house civil immigration detainees and to avoid irreparable damage to both ICE and CoreCivic.

6. CoreCivic is one of the country's largest private prison operators. It operates thirty-seven (37) prisons in sixteen (16) states under contracts with local municipalities, states and the Federal Government. As relevant here, CoreCivic operates nineteen (19) immigration detention centers in eleven (11) states under contract with federal and local governmental agencies. The immigration detention centers house approximately twelve thousand five hundred (12,500) immigration detainees.

7. Since 1992, CoreCivic has owned and operated a detention facility located at the Property. From its inception, the Property has been used as a jail or prison, as those terms are defined under the City of Leavenworth's Development Regulations (the "Dev. Regs."). From 1992 forward, CoreCivic operated the detention facility at the Property under a contract with the United States Department of Justice's U.S. Marshals Service.

8. On January 26, 2021, President Biden issued Executive Order 14006, titled "Reforming Our Incarceration System to Eliminate the Use of Privately Operated Criminal Detention Facilities," directing that the Department of Justice

not renew contracts with privately operated criminal detention facilities.

9. In late 2021, CoreCivic's contract with the U.S. Marshals Service ended and CoreCivic ceased housing detainees at the Property shortly thereafter. Nonetheless, CoreCivic continued to maintain the Midwest Facility so as to ensure it could remain in use as a detention center (a "jail or prison", in the language of the Dev. Regs.) Among other things, CoreCivic maintained staff at, employed individuals at, marketed, responded to requests for proposals for, and engaged in contract negotiations for detention services at the Midwest Facility with potential partners, including with ICE.

10. On January 20, 2025, President Trump signed Executive Order 14159, titled "Protecting the American People Against Invasion," reversing Executive Order 14006 and allowing the Federal Government to contract with private companies for the operation of detention facilities.

11. In early March 2025, CoreCivic entered into an agreement with ICE (the "ICE Agreement") confirming a relationship whereby CoreCivic would provide urgent and essential detention services to ICE at the Midwest Facility for individuals in federal immigration custody, and would house more than 1,000 detainees pending the outcome of immigration proceedings.

12. The ICE Agreement called for services from March 7, 2025 to September 6, 2025. The purpose of letter contracts under the Federal Acquisition

Regulations is to enable a contractor or supplier to immediately begin performance while a definitized agreement is being negotiated.

13. The Midwest Facility is essential to ICE's operations, as detailed in the accompanying declaration of Juan Acosta, a Facility Support Contractor retained by CoreCivic who previously served with ICE for eighteen (18) years before retiring as the Assistant Director of Field Operations for Enforcement and Removal sector.

14. Based on my involvement in discussions with ICE and consultation with CoreCivic personnel so involved, I understand that, but for the State Temporary Injunction, ICE would have already entered into the contemplated subsequent agreement for the Midwest Facility. Specifically, I understand that ICE is prepared to proceed with an initial subsequent contract expected to run either two or five years, in either case subject to anticipated renewal, with a value to CoreCivic of approximately $4 million per month or almost $50 million per year.

15. CoreCivic has invested over $11 million for, among other things, staffing, equipping and renovating in order to house civil immigration detainees at the Midwest Facility. In addition to the amounts already incurred, CoreCivic has also committed to spend $4 million in incremental capital costs to renovate the physical plant and has a monthly run rate of approximately $2 million in monthly operating costs to maintain the Property in a ready state in order to be prepared to

house civil immigration detainees at the Midwest Facility.

16. These investments will be lost, and CoreCivic's operations and the Property will likely need to be shut down entirely, unless the State Temporary Injunction is stayed pending the outcome of CoreCivic's claims.

17. As detailed at ¶¶ 24-27 of the accompanying Simon Dec., Defendants would not be able to answer in money damages for obstruction of CoreCivic's operations at the Midwest Facility in the event the State Temporary Injunction is found to have been wrongfully granted.

18. Moreover, CoreCivic's relationship with ICE depends on delivering timely service in the highly-competitive field of private immigrant detention at various locations nationwide. Each ICE field office places ICE detainees at numerous facilities under that field office's supervision. These facilities must be geographically diverse to reduce the distance detainees must be transported from point of arrest or apprehension. CoreCivic's current inability to admit detainees to Midwest Facility creates difficulties for the ICE field office that supervises Midwest in that detainees must be transported more frequently and over longer distances to be placed in suitable housing. These difficulties can strain the relationship between ICE and CoreCivic and contribute to a reluctance by ICE to use CoreCivic facilities in other locations.

19. The ongoing obstruction of CoreCivic's ability to operate the Midwest

Facility to house civil immigration detainees thus severely disrupts both ICE's ability to discharge its statutory duties, and CoreCivic's relationship with ICE at this and other locations.

20. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 9/11, 2025.

Bart Verhulst

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC., Plaintiff, v. CITY OF LEAVENWORTH, KANSAS, MAYOR HOLLY PITTMAN, MAYOR PRO TEM NANCY BAUDER, COMMISSIONERS GRIFF MARTIN, JERMAINE WILSON AND EDD HINGULA, IN THEIR OFFICIAL CAPACITIES AS MEMBERS OF THE LEAVENWORTH CITY COMMISSION. Defendants.	)	Case No. 2:25-cv-2457

DECLARATION OF JUAN ACOSTA IN SUPPORT OF APPLICATION FOR PRELIMINARY INJUNCTION AND DECLARATORY RELIEF

Juan Acosta declares as follows pursuant to 28 U.S.C. §1746:

1. I am retained by Plaintiff CoreCivic, Inc. ("CoreCivic") as an independent contractor supporting its Federal Partnership portfolio – specifically, the U.S. Immigration and Customs Enforcement ("ICE") Enforcement and Removal ("ERO") sector. ERO, as a directorate of ICE, manages all aspects of the immigration enforcement process, including identification and arrest, domestic transportation, detention, bond management, supervised release (including alternatives to detention) and the removal of aliens without legal authorization to remain in the United States.

2. Prior to consulting CoreCivic, I worked for eighteen (18) years with ICE and seven (7) years with U.S. Customs and Border Protection and the legacy Immigration and Naturalization Service.

3. I am intimately familiar with ICE's needs and operations with respect to alien detention, both generally and in the Midwest Region. At the time of my retirement from ICE, I served as the ICE-ERO Assistant Director of Field Operations, directing operations and coordination among all ERO Field Operations activities throughout the nation's 25 field offices and 208 sub-offices and facilities. I held principal oversight for the full scope of immigration enforcement activities through which ERO identifies, arrests, pursues for prosecution and removes aliens from the United States.

4. I am also familiar with the history of CoreCivic's detention center located at 100 Highway Terrace in Leavenworth, Kansas (the "Property" or the "Midwest Facility"), including CoreCivic's agreements and negotiations with the Federal Government and ICE concerning its use.

5. I submit this declaration based on my personal knowledge, in support of CoreCivic's application for declaratory judgment that Resolution No. B-2394, adopted by the Leavenworth City Commission on March 25, 2025 violates the Supremacy Clause of the U.S. Constitution, and for a preliminary injunction staying enforcement of the State Temporary Injunction (discussed and defined in the accompanying declaration of CoreCivic's counsel, Bradley D. Simon) so as to permit CoreCivic to operate the Midwest Facility as a civil immigrant detention center at the Property under the ICE Agreement, and/or to negotiate toward, enter into, and perform under a subsequent agreement with ICE for that purpose.

6. CoreCivic requires the relief requested by this application in order to enable it to support ICE in discharging ICE's Constitutional mission to enforce the immigration laws and house civil immigration detainees and to avoid irreparable damage to the operations of both ICE and CoreCivic.

7. ICE does not build or operate its own detention facilities, but rather contracts out its detention responsibilities to private contractors or local, state, or other federal agencies. All facilities housing ICE detainees, whether operated by a

state or local entity or private contractor, "are required to follow a strict set of detention standards" set by ICE. See https://www.ice.gov/detain/detention-management ("Detention Facility Oversight"), last visited September 2, 2025. ICE likewise employs a "multilevel oversight and compliance program" to "ensure compliance with each contract's terms and conditions and the applicable [ICE] detention standards." *Id.*

8. As conceived and initially pursued under the administration of President Joseph Biden, the Midwest Facility is to be ICE's primary facility for the Midwest Region, servicing the states of Wisconsin, Illinois, Indiana, Kentucky, Missouri and Kansas and is essential to ICE's operations.

9. Strategically positioned in the central United States, the Midwest Facility will serve as a full-service detention facility and as a vital hub for the short-term and transitional housing of detainees who are subject to removal proceedings or awaiting deportation. Additionally, its proximity to major transportation corridors and ICE field offices allows for efficient detainee processing, efficient transfers to ease overcrowding, and access to immigration court appearances, asylum processes, and removal operations.

10. The Midwest Facility is also essential to relieve pressure on other overcrowded detention centers, ensuring compliance with federal detention standards, upholding safe, humane and orderly facility operations and supporting

ICE's mandate to enforce the nation's immigration laws effectively. Interruptions to the availability or operation of the Midwest Facility significantly disrupt ICE's nationwide and regional national security, public safety and border enforcement capabilities and strain its overall detention network.

11. Illinois is a sanctuary state and Chicago a sanctuary city, so the only facilities available to ICE for the detention of removable or inadmissible aliens from Illinois are subject to various restrictions, including but not limited to a prohibition against local law enforcement cooperating with federal immigration enforcement. Without the Midwest Facility, the closest locations for ICE to safely house immigration detainees throughout the asylum processes or removal proceedings are in Texas, Arizona or Northeast Ohio. Relocating detainees to those locations will increase their time in custody, generate delays in appearances before the immigration court, interfere with timely asylum processes, compound the distance from their families and from their legal counsel or other support that may otherwise be available to them.

12. The Midwest Facility will have substantial behavioral and mental health support not available in other ICE locations. Without the Midwest Facility, these services will be unavailable not only to detainees from the Midwest Region, but also to detainees from other regions in need of such support, whom ICE would be able to send to the Midwest Facility where appropriate.

13. I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 10, 2025.

Juan Acosta

Juan Acosta

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CORECIVIC, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. 25-cv-2457-TC-GEB**
	)	
CITY OF LEAVENWORTH, et al.,	)	
	)	
Defendants.	)	

DEFENDANTS' MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

> *…the Supreme Court has, from the beginning, distinguished between* **property** *of the Federal Government's contractors—which States may regulate on equal terms as other property—and* **operations** *of the Federal Government and its contractors—which States cannot regulate at all.*

Statement of Interest by the United States, Doc. 27, p. 6. (Emphasis in original.)

This case merely involves an effort by the City of Leavenworth to regulate the **property** of a federal contractor on the same terms as any other property used as a jail or prison; it is not an effort to regulate the **operations** of that contractor. Hence, even CoreCivic's patron, the United States, has undermined the legal rationale for CoreCivic's case. Moreover, CoreCivic is asking this Court to interfere with an injunction that was entered by the District Court of Leavenworth County, which injunction requires only that CoreCivic go through the City's permitting process if it wishes to operate a detention center within the City; that injunction is now on an expedited appeal. CoreCivic's suit is thus barred by the Anti-Injunction Act and other abstention doctrines. For these and all the reasons stated below, the Court should deny CoreCivic's motion for a preliminary injunction.[1]

[1] CoreCivic has made minimal revisions to the declaration of Bradley Simon, attached to its motion as Exhibit A, largely ignoring concerns Defendants previously raised over that

A preliminary injunction is an "extraordinary remedy" that exists for "the limited purpose…[of] preserv[ing] the relative position of the parties until a trial on the merits can be held." *Kell Auction & Real Estate Co., Inc. v. Miller*, No. 23-cv-04117-TC, 2024 WL 230928, at *1 (D. Kan. Jan. 22, 2024), quoting *Schrier v. Univ. of Colo.*, 427 F.3d 1253, 1258 (10th Cir. 2005). A preliminary injunction is the exception rather than the rule. *Free the Nipple-Ft. Collins v. City of Ft. Collins,* 916 F.3d 792, 797 (10th Cir. 2019). Accordingly, "the right to relief must be clear and unequivocal." *CST Indus. v. Tank Connection, LLC*, No. 23-cv-2339-JAR, 2024 WL 1533799, at *1 (D. Kan. Apr. 9, 2024).

A. CoreCivic has not shown irreparable harm.

CoreCivic argues that merely because it has alleged violations of the U.S. Constitution, the Court may presume it is being irreparably harmed. Doc. 37 at p. 14. But the Tenth Circuit has made clear that the presumption of irreparable harm from unconstitutional action arises only when the plaintiff is asserting an individual right, not when the claim is predicated on a structural claim such as violation of the separation of powers (or, here, the Supremacy Clause). *Leachco, Inc. v. Consumer Product Safety Commission*, 103 F.4th 748, 753-55 (10th Cir. 2024).

Moreover, "It is well settled that simple economic loss usually does not, in and of itself, constitute irreparable harm because such losses are compensable by monetary damages." *Ditucci v. Bowser*, 985 F.3d 804, 811 (10th Cir. 2021). The cases CoreCivic cites for the proposition that monetary harm **can** be irreparable apply only where the defendant is facing insolvency and "would likely be unable to pay an award of money damages after trial." *Schiermeyer on Behalf of Blockchain Game Partners, Inc. v. Thurston*, 697 F. Supp. 3d 1265, 1272-73 (D. Utah 2023); *see*

declaration's use as a tool to evade the page limits imposed by D. Kan. R. 7.1(d)(3). The fact that Core Civic continues to flout the Court's rules is itself a reason to deny its motion.

also Cattle Finance Co. v. Boedery, Inc., 795 F. Supp. 362, 364 (D. Kan. 1992) (irreparable injury where defendant had used nearly all of its credit line and had no operating funds). CoreCivic has not shown that the City is insolvent or in danger of insolvency; its alleged harm can be remedied through monetary damages.

Further, the alleged harms that CoreCivic alleges in paragraphs 14-16 of the Declaration of Bart Verhulst (Doc. 37-3) have already proven to be overblown. On September 29, 2025, only after filing this suit, CoreCivic announced that it had been awarded a two-year contract to operate the Leavenworth facility. *See* CoreCivic Press Release, attached as Exhibit A. CoreCivic claims that its annual revenue "once the facility is fully activated is expected to be approximately $60 million." *Id*.

But CoreCivic erroneously bases its damage claims on the gross revenue it claims to be losing due to the injunction, rather than its lost profits, of which it provides no evidence. In 2024 though, CoreCivic reported $63.5 million in net income against gross revenues of $1,958,953,000, a net profit margin of 3.2%. *See* CoreCivic 2024 10-K filing, attached as Exhibit B, p. 85. Even assuming the validity of the $60 million revenue projection, this amounts to a $1.9 million potential loss of profits. The City had $5 million in reserves as of May 16, 2025, more than enough to cover this loss. *See* Declaration of Roberta Beier, attached as Exhibit C. There is no irreparable harm to CoreCivic.

B. CoreCivic is unlikely to succeed on the merits.

1. Section 1983 is not a vehicle for enforcing the Supremacy Clause.

All four of CoreCivic's counts purport to assert causes of action under 42 U.S.C § 1983. *See* Doc. 1 at ¶¶ 51, 59. 64, 70. Section 1983 "is not itself a source of substantive rights, but merely provides a method for vindicating federal rights elsewhere conferred." *Albright v. Oliver*, 510 U.S. 266, 270 (1994) (internal quotation marks omitted). "The first step in any such claim is to identify

the specific constitutional right allegedly infringed." *Id.* The Complaint identifies only one: "the Supremacy Clause of Article VI of the Constitution." Doc. 1 at ¶ 46; *see id.* at ¶¶ 53-58, 62, 68.

But the Supremacy Clause only "creates a rule of decision," "is not the 'source of any federal rights,' and certainly does not create a cause of action." *Armstrong v. Exceptional Child Center, Inc.*, 575 U.S. 320, 324-25 (2015) (cleaned up). Nor does the Supremacy Clause itself create a right that can be enforced via a § 1983 claim. *Golden State Transit Corp. v. City of Los Angeles*, 493 U.S. 103, 107 (1989). Rather, a party must be able to point to some specific statute that confers a right that is "sufficiently specific and definite" as to be judicially enforceable under § 1983, with the Supremacy Clause operating as a guarantee that the federal right to be enforced trumps any contrary state law. *Id.* at 108.

CoreCivic does not identify any federal right *it* possesses. Instead, it cites to statutory delegations of authority to *ICE*, allowing *ICE* to either directly operate detention centers or to contract out doing so. *See* Doc. 37 at 2-3. None of these authorities confer on *contractors* such as CoreCivic a right that is so "sufficiently specific and definite" to give rise to a § 1983 claim. Not even the two primary cases upon which CoreCivic relies, *CoreCivic, Inc. v. Governor of New Jersey*, 145 F.4th 315 (3rd Cir. 2025) and *Geo Grp., Inc. v. Newsom*, 50 F.4th 745, 758 (9th Cir. 2022), were brought under § 1983.

2. The requested injunction is barred by the Anti-Injunction Act.

The Anti-Injunction Act generally bars federal courts from enjoining state-court proceedings. *See* 28 U.S.C. § 2283 ("A court of the United States may not grant an injunction to stay proceedings in a State court except as expressly authorized by Act of Congress, or where necessary in aid of its jurisdiction, or to protect or effectuate its judgments."). The exceptions to application of the Act "are narrow and are not to be loosely construed." *Tooele County v. U.S.*, 820 F.3d 1183, 1188 (10th Cir. 2016). None of them apply here. This is not an *in rem* or *quasi in*

rem proceeding in which the federal court first took possession of the *res*, and there is no previous federal court judgment that is being effectuated. *Id*. While under certain circumstances § 1983 can operate as Congressional authorization to enjoin state-court litigation, *see Mitchum v. Foster*, 407 U.S. 225 (1972), those circumstances are not present here.

As the Seventh Circuit has noted, "the rationale of *Mitchum* is limited to violations of the Constitution for which § 1983 supplies a remedy, and then *only when the state litigation is itself the violation of the Constitution*." *Hickey v. Duffy*, 827 F.2d 234, 240 (7th Cir. 1987) (emphasis added). Here, CoreCivic does not argue that the state-court litigation itself is unconstitutional, merely that the City's ordinance requiring that CoreCivic obtain a special use permit is unconstitutional. *Mitchum* thus does not apply here. *See Guthrie v. Cline*, No. 4:25-cb-00062-TWP-KMB, 2025 WL 1795107, at *6 (S.D. Ind. Jun. 30, 2025) (Anti-Injunction Act barred enjoining state-court litigation even in § 1983 case where plaintiff's "only viable Section 1983 claim arises from his arrest by Officer Haluda, not any of the state court prosecutions themselves").

And even *Mitchum* notes that the relevant test for whether the Anti-Injunction Act applies is "whether an Act of Congress, clearly creating a federal right or remedy enforceable in a federal court of equity, could be given its intended scope only by the stay of a state court proceeding." *Mitchum*, 407 U.S. at 238. Enjoining the state-court proceeding is not necessary to achieve this goal here, because CoreCivic has raised the same Supremacy Clause arguments in its brief to the Kansas Court of Appeals. *See* Brief of CoreCivic, attached as Exhibit D, pp. 22-32. The federalism principles animating the Anti-Injunction Act and related abstention doctrines show that state courts are more than able to resolve claims in which federal law provides the basis for a defense.

Even more, "[t]he fact that an injunction *may* issue under the Anti-Injunction Act does not mean that it *must* issue." *Chick Kam Choo v. Exxon Corp.*, 486 U.S. 140, 151 (1988) (emphasis in original). As discussed below, numerous abstention principles require the Court to stay its hand.

3. Abstention doctrines bar CoreCivic's claims.

a. Status of state court litigation

CoreCivic has misstated the status of the state court litigation to argue that abstention doctrines to not apply. Defendants will first correct the record on that point.

The trial court issued its written temporary injunction on July 11, after orally enjoining CoreCivic on June 4. (Doc. 37-2, pp. 168-74.) CoreCivic appealed the temporary injunction to the Kansas Court of Appeals, and on July 23, asked the trial court to stay the temporary injunction pending its appeal. The trial court denied CoreCivic's motion on August 15, but otherwise stayed most of its proceedings pending appeal, given that the legal issues in both the appeal and in this case overlapped with any other issues the trial court would have to rule upon. (Doc. 37-2, pp. 183-86.) *See Mountain Solutions, Inc. v. State Corp. Comm'n*, 982 F. Supp. 812, 816 (D. Kan. 1997) (holding that trial court lacked jurisdiction to rule on a motion for summary judgment where its denial of the plaintiff's motion for preliminary injunction was on appeal, because it could not rule on "issues over which appellate review is imminent.") In the meantime, the Kansas Court of Appeals has denied CoreCivic's motion for a stay of the temporary injunction pending appeal but has stated its intent to expedite that appeal. (Doc. 37-2, p. 188.) CoreCivic filed its appellate brief on September 17 (Exhibit D) and the City's brief is due on October 17. Contrary to CoreCivic's motion then, the state court case is not in a state of suspended animation because of this case. Rather, the Kansas Court of Appeals is imminently going to rule on the propriety of the temporary injunction, and that ruling will account for CoreCivic's Supremacy Clause defenses because CoreCivic raised those defenses in both the trial and appellate courts.

b. CoreCivic's claims are barred by *Burford* abstention.

CoreCivic's claims are barred by *Burford v. Sun Oil Co.*, 319 U.S. 315 (1943). "In *Burford*, the Supreme Court held that federal courts should exercise their discretionary power to refuse to hear cases within their jurisdiction when to do so would impair the 'independence of state governments in carrying out their domestic policy.'" *Grimes v. Crown Life Ins. Co.*, 857 F.2d 699, 703 (10th Cir. 1988), quoting *Burford*, 319 U.S. at 318. *Burford* abstention precludes federal courts sitting in equity from interfering with state administrative proceedings where state law provides an adequate opportunity for judicial review:

> Where timely and adequate state-court review is available, a federal court sitting in equity must decline to interfere with the proceedings or orders of state administrative agencies: (1) when there are "difficult questions of state law bearing on policy problems of substantial public import whose importance transcends the result in the case at bar"; or (2) where the "exercise of federal review of the question in a case and in similar cases would be disruptive of state efforts to establish a coherent policy with respect to a matter of substantial public concern."

New Orleans Pub. Serv., Inc. v. Council of City of New Orleans, 491 U.S. 350, 361 (1989), quoting *Colorado River Water Conservation Dist. v. United States*, 424 U.S. 800, 814 (1976).

Though more often applied in the context of state regulatory agencies, *Burford* abstention has also been applied in municipal land use cases. *See Overflow Energy, L.L.C v. Bd. of Cnty. Com'rs of the Cnty. of Roger Mills*, No. CIV-13-1136-HE, 2014 WL 359211, at *3 (W.D. Okla. Feb. 3, 2014) ("Land use and zoning cases are often viewed as classic examples of important issues of local concern in which a federal court should be reluctant to interfere.") (cleaned up); *see also Koerner v. Garden Dist. Ass'n*, 78 Fed. Appx. 960, 963 (5th Cir. 2003) ("Courts have recognized local land use and zoning as areas where local interest and coherent policy are necessary."); *Int'l College of Surgeons v. City of Chicago*, 153 F.3d 356, 362 (7th Cir. 1998) ("[C]ourts have recognized that land use regulations implicate issues that are primarily of local concern."); *Pomponio v. Fauquier Cnty. Bd. of Sup'rs*, 21 F.3d 1319, 1327 (4th Cir. 1994) ("*Burford* [is] an

appropriate abstention doctrine in land use and zoning cases…. [S]tate and local zoning and land use law is particularly the province of the State and … federal courts should be wary of intervening in that area in the ordinary case."), overruled in part on other grounds by *Quackenbush v. Allstate Ins. Co.*, 517 U.S. 706 (1996).

Burford abstention applies to CoreCivic's claims here. Kansas has created a mechanism for challenging the actions of municipalities (such as the Resolution) in state court, which incorporates a full and fair opportunity to litigate the constitutionality of those actions. *See Austin Props., LLC v. City of Shawnee*, 564 Kan. 226, 229-30, 564 P.3d 1262 (2025) (judicial review under K.S.A. 12-760 considers both the reasonableness and the lawfulness of the municipality's actions). The state trial court ruled that CoreCivic had waived some of its defenses to the Resolution's adoption by failing to timely petition for judicial review pursuant to K.S.A. 12-760, but even that rationale for the temporary injunction will be reviewed by the Kansas Court of Appeals.[2] CoreCivic may not evade the consequences of its waiver through this suit. *See Wildgrass Oil and Gas Committee v. Colorado*, 843 Fed. Appx. 120, 122 (10th Cir. 2021) (challenges under a state's administrative procedure act warrant *Burford* abstention).

c. CoreCivic's claims are barred by *Colorado River* abstention.

Under the *Colorado River* doctrine, federal courts are to dismiss or stay later-filed federal suits that cover the same substantive terrain as earlier-filed state court cases. *See D.A. Osguthorpe Family P'ship v. ASC Utah, Inc.*, 705 F.3d 1223, 1233 (10th Cir. 2013) ("It is well established that

[2] CoreCivic recently served on the City *another* state court petition it filed in July 2025, challenging a purported denial by the City of CoreCivic's right to appeal the City Commission's resolution rescinding CoreCivic's special use status. *See* Petition in *CoreCivic, Inc. v. City of Leavenworth*, Case No. LV-2025-CV-000229, attached as Exhibit E. CoreCivic's argument that state court review proceedings are preempted is inconsistent with its invocation of those very same proceedings.

'federal courts have the power to refrain from hearing,' among other things, 'cases which are duplicative of a pending state proceeding.' This latter principle—the avoidance of duplicative litigation—is at the core of the *Colorado River* doctrine.") (citation to *Quackenbush.*, 517 U.S. at 716-17 omitted). Federal and state cases are "parallel," and thus potentially subject to *Colorado River* abstention, "if substantially the same parties litigate substantially the same issues in different forums." *Fox v. Maulding*, 16 F.3d 1079, 1081 (10th Cir. 1994). Here, the state and federal cases are "parallel" within the meaning of *Fox*. The parties are substantially the same in both cases and the gravamen of the federal suit (whether the Supremacy Clause prohibits the City from requiring CoreCivic to obtain a special use permit) is going to be decided by the Kansas Court of Appeals.

The *Colorado River* doctrine applies to cases which "fall[] within none of the abstention categories," but in which duplicative concurrent litigation would nevertheless be a waste of judicial resources. *Colorado River*, 424 U.S. at 817. Courts evaluate a request for *Colorado River* abstention under a four-factor balancing test:

> These four factors are: (1) whether the state or federal court first assumed jurisdiction over the same res; (2) "the inconvenience of the federal forum"; (3) "the desirability of avoiding piecemeal litigation"; and (4) "the order in which jurisdiction was obtained by the concurrent forums."

D.A. Osguthorpe, 705 F.3d at 1234, quoting *Colorado River*, 424 U.S. at 818. "The court should apply the factors in a pragmatic, flexible manner." *Foxfield Villa Assocs., LLC v. Regnier*, 918 F. Supp. 2d 1192, 1198 (D. Kan. 2013). Doing so here requires abstention.

Where, as here, the action is neither *in rem* nor *quasi in rem*, the first factor does not point in either direction. *See D.A. Osguthorpe*, 705 F.3d at 1234. The inconvenience factor here tilts marginally in favor of *Colorado River* abstention. The state proceedings are venued in Leavenworth County, where all the Defendants reside and where CoreCivic has operations. The federal case is venued in Topeka, approximately an hour away.

The third *Colorado River* factor—"the danger of piecemeal litigation"—is regarded as the "paramount" factor. *D.A. Osguthorpe*, 705 F.3d at 1234. Where, as here, the substantive "issues and factual circumstances" in the state and federal suits "are nearly identical," this factor favors abstention, since "duplication of proceedings is almost certain to occur[.]" *Foxfield*, 918 F. Supp. 2d at 1199. Where there is already a pending appeal in the state court on the substantive subject covered by the subsequent federal suit, the risk of inconsistent judgments further pushes this factor in favor of abstention. *See Shearson Lehman Hutton, Inc. v. Skewes*, Civ. A. No. 90-2353-O, 1990 WL 260251, at *2 (D. Kan. Jan. 30, 1990) ("Further, the state district court has made a determination on the issue and the matter is now before the Kansas Court of Appeals. Were this court to proceed in this matter, as requested by petitioner, the possibility of inconsistent determinations would be created. This possibility, in the court's view, would only complicate the parties' dispute and prolong its ultimate termination."). Moreover where, as here, the federal plaintiff is already a party to the state action and has already been defending its legal interests in that action, the "interests in favor of abstention are therefore redoubled." *Heath v. Pac. Employers Ins. Co.*, No. 03-1461-JTM, 2004 WL 726819, at *2 (D. Kan. Mar. 24, 2004).

The fourth *Colorado River* factor, the order in which the cases were filed, clearly favors abstention. The state court case was filed months before this action was initiated. Doc. 1 at ¶ 39 (state-court case filed on May 23, 2025). The state-court case not only significantly predates this suit but has also progressed much further than this case, which the Supreme Court has stressed is the most significant consideration in applying this factor. *See Moses H. Cone Memorial Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 21 (1983). The state trial court has already granted a temporary injunction, and it has considered and rejected both a motion for reconsideration and a motion to stay the injunction. The injunction is currently on appeal to the Kansas Court of Appeals, which

has also denied a motion to stay the injunction. Contrasted against this case, which is still in its infancy and has seen no substantive litigation, the extensive progress that has been made in the state-court case pushes this factor decisively in favor of abstention.

d. Alternatively, *Pullman* abstention requires a stay.

Another reason to deny CoreCivic's motion is that this case should be stayed under *Railroad Commission of Texas v. Pullman*, 312 U.S. 496 (1941). *Pullman* abstention applies where finally adjudicating federal claims would require the federal court to determine "unsettled state-law issues" that are "antecedent to federal constitutional issues." *Arizonans for Official English v. Arizona*, 520 U.S. 43, 76 (1997); *Vinyard v. King*, 655 F.2d 1016, 1018 (10th Cir. 1981) ("Abstention pursuant to the Pullman Doctrine permits a federal court to stay its hand in those instances where a federal constitutional claim is premised on an unsettled question of state law, whose determination by the state court might avoid or modify the constitutional issue."). The Tenth Circuit has recognized a three-factor test for determining whether *Pullman* abstention applies:

> (1) an uncertain issue of state law underlies the federal constitutional claim; (2) the state issues are amenable to interpretation and such an interpretation obviates the need for or substantially narrows the scope of the constitutional claim; and (3) an incorrect decision of state law by the district court would hinder important state law policies.

Caldara v. City of Boulder, 955 F.3d 1175, 1179 (10th Cir. 2020), quoting *Lehman v. City of Louisville*, 967 F.2d 1474, 1478 (10th Cir. 1992). Where *Pullman* abstention is appropriate, the case should be stayed. *Doe v. McCulloch*, 835 F.3d 785, 787-89 (8th Cir. 2016).

Here, the *Pullman* factors are satisfied. Antecedent to the question of whether the City ordinance violates the Supremacy Clause is the question of whether it was properly applied under Kansas law given CoreCivic's failure to use its property to house detainees from 2022 into 2025. *See, e.g.,* Doc. 1 at ¶ 37. If this question were to be decided in CoreCivic's favor, there will be no need to determine whether application of the ordinance violates the Supremacy Clause. And the

statutory questions must be decided first. *See Gulf Oil Co. v. Bernard*, 452 U.S. 89, 99 (1981) ("Prior to reaching any constitutional questions, federal courts must consider nonconstitutional grounds for decision."). "This is a 'fundamental rule of judicial restraint.'" *Jean v. Nelson*, 472 U.S. 846, 854 (1985), quoting *Three Affiliated Tribes of Fort Berthold Reservation v. World Engineering, P.C.*, 467 U.S. 138, 157 (1984). Because the underlying policy question (balancing the rights of property owners against the interest of municipalities in regulating local land use) is an important one, if the Court were to decide it incorrectly, it would necessarily hamper an important state interest. Consequently, if the Court does not dismiss this suit, it should be stayed pending resolution of the state court action.

4. The City's requirement that CoreCivic obtain a special use permit does not violate the Supremacy Clause.

a. Intergovernmental immunity

The intergovernmental immunity doctrine preempts only state or local laws that either "regulate the United States directly or discriminate against the Federal Government or those with whom it deals." *North Dakota v. United States*, 495 U.S. 423, 435 (1990). ICE does not own or operate the Leavenworth facility, so the Court should not pay any heed to CoreCivic's argument that the City's requirement of a special use permit is an effort to "regulate the United States directly."

CoreCivic bears a heavy burden to prove discrimination against it. It must prove "deliberate and systematic" discrimination. *Marquardt Corp. v. Weber Cnty., Utah*, 360 F.2d 168, 172 (10th Cir. 1966). Only a "nonuniform" law can result in impermissible discrimination. *United States v. Tipton*, 898 F.2d 770, 774 (10th Cir. 1990). This is why the key cases upon which CoreCivic relies are distinguishable. The state law at issue in *CoreCivic v. Gov. of N.J.*, 145 F.4th 315 (3rd Cir. 2025) banned agreements to contract for immigration detention, *id.* at 319, a function

that is within the exclusive purview of the federal government. Similarly, the statute at issue in *Geo Group, Inc. v. Newsom*, 50 F.4th 745 (9th Cir. 2022) outright prohibited private detention facilities.

The notion that state and local governments may not adopt reasonable regulations to govern the property or operations of a federal contractor—even one acting for ICE—is belied by 8 C.F.R. § 253.3(e)(2). That regulation requires contractors such as CoreCivic to comply with local "safety and emergency codes." *See also Geo Group v. Inslee*, No. 24-2815, 2025 WL 2396498 (9th Cir. Aug. 19, 2025) (holding that state law requiring private detention facilities to provide sanitary, hygienic, and safe conditions for detainees was not preempted).

The City's requirement that CoreCivic obtain a special use permit does not discriminate against CoreCivic on the basis that it is a federal contractor. That requirement applies to CoreCivic regardless of whether its counterparty is a county government, state corrections authority, or a federal agency. It is irrelevant that "no other entity or property is named or considered" in the Resolution; the Resolution was necessarily aimed at CoreCivic because it had abruptly withdrawn its SUP application, triggering the need for action by the City Commission to enforce its code. The City's requirement of an SUP for a jail or prison dates back to 2012, long before this dispute ever arose or even before the problems at CoreCivic's facility documented by Judge Robinson and the DOJ Inspector General had manifested themselves.

b. Conflict Preemption

"In preemption analysis, courts should assume that the historic police powers of the States are not superseded unless that was the clear and manifest purpose of Congress." *Arizona v. U.S.*, 567 U.S. 387, 399 (2012). The strong presumption against preemption applies where states or municipalities are legislating within traditionally local concerns. *Chamber of Comm. of U.S. v. Whiting*, 563 U.S. 582, 605 (2011) ("Regulating in-state businesses through licensing laws has

never been considered an area of dominant federal concern."). Zoning is at the core of the traditional local police power. *Vill. of Euclid, Ohio v. Ambler Realty Co.*, 272 U.S. 365, 387 (1926) ("The ordinance now under review, and all similar laws and regulations, must find their justification in some aspect of the police power, asserted for the public welfare."); *Mount Olivet Cemetery Ass'n v. Salt Lake City*, 164 F.3d 480, 487 (10th Cir. 1998) ("Land use policy such as zoning customarily has been considered a feature of local government and an area in which the tenets of federalism are particularly strong.").

CoreCivic cannot overcome this presumption. Congress did not have any "clear and manifest purpose" to assume federal control over municipal land use regulation when it enacted the Immigration and Nationality Act ("INA"), either in general or specifically as to ICE detention facilities. CoreCivic points to no statute or regulation that would be "physically impossible" to comply with but for the City's permitting process—it just doesn't want to be bothered with going through that process, suggesting instead that preemption allows CoreCivic to be a law unto itself.

Nor is CoreCivic faced with a standardless process for obtaining a permit. The City's amended state court petition sets forth both the local and state standards CoreCivic would have to satisfy. (Doc. 37-2, ¶¶ 52-53.) *Blue Circle Cement, Inc. v. Bd. of Co. Comm'rs of Rogers Co.*, 27 F.3d 1499 (10th Cir. 1994) is therefore readily distinguishable because in that case, the plaintiff was faced with having to rely upon a potentially arbitrary, standardless variance process to get approval for its hazardous waste facility.

C. The balance of harms favors Defendants.

As discussed above, whatever harms CoreCivic would suffer if it is has been wrongfully enjoined can be remedied through an award of damages in the state court. In contrast, an injunction preventing Defendants from enforcing the City's duly enacted municipal code will impose irreparable harm on Defendants. *See Maryland v. King*. 567 U.S. 1301, 1303 (2012) ("[A]ny time

a State is enjoined by a court from effectuating statutes enacted by representatives of its people, it suffers a form of irreparable injury.").

D. The public interest would not be served by a preliminary injunction.

For similar reasons, the public interest favors denying CoreCivic's motion and keeping the state court injunction in place. Federalism principles alone, as shown in the abstention doctrines barring CoreCivic's suit, favor allowing the state court process to run its course. Stopping a state court appeal and invalidating an injunction entered after CoreCivic had been afforded a panoply of due process rights would be an affront to the Kansas judicial system. And if that injunction is upheld and CoreCivic ultimately decides to apply for a permit (which is all the City has demanded), both CoreCivic and the citizens of Leavenworth will have a voice in the issuance of that permit. Surely the public interest is better advanced by that process than by CoreCivic's request that a federal court usurp both the City's zoning process and pending state court reviews of that process.

SPENCER FANE LLP

/s/ David E. Waters
David E. Waters KS #20773
Caleb P. Phillips KS #26226
6201 College Boulevard, Suite 500
Overland Park, KS 66211
(913) 345-8100 (telephone)
(913) 345-0736 (facsimile)
dwaters@spencerfane.com
cphillips@spencerfane.com

W. Joseph Hatley KS #12929
Angus W. Dwyer KS #26995
1000 Walnut, Suite 1400
Kansas City, MO 64106
(816) 474-8100 (telephone)
(816) 474-3216 (facsimile)
jhatley@spencerfane.com
adwyer@spencerfane.com
ATTORNEYS FOR DEFENDANTS

EXHIBIT A

CoreCivic Announces New Contract Awards At California City Immigration Processing Center and Midwest Regional Reception Center

September 29, 2025

Contract Wins Total Nearly 3,600 beds

BRENTWOOD, Tenn., Sept. 29, 2025 (GLOBE NEWSWIRE) -- **CoreCivic, Inc. (NYSE: CXW)** ("CoreCivic") announced today that it has been awarded two new contracts with U.S. Immigration and Customs Enforcement ("ICE") to utilize 3,593 beds at two facilities we own in core enforcement areas of the United States. Once fully activated, we expect to generate total annual revenue at the two facilities combined of nearly $200 million.

- **California City Immigration Processing Center - 2,560 beds**
  - New contract with ICE to utilize our 2,560-bed California City Immigration Processing Center. We have been preparing to accept detainees at this facility since April 1, 2025, when we entered into a six-month Letter Contract with ICE to resume operations at the facility while we worked to negotiate and execute a longer-term contract.
  - We began receiving detainees at the facility on August 27, 2025 under terms of the Letter Contract. Transitioning from a Letter Contract to the definitive contract effective September 1, 2025 will result in variability in revenue and cash flow as we continue to successfully hire staff and receive additional detainees during the activation period. We currently expect the activation to be complete in the first quarter of 2026, achieving a normalized run-rate in the second quarter of 2026. Total annual revenue once the activation is complete is expected to be approximately $130 million. The new contract expires in August 2027.
- **Midwest Regional Reception Center - 1,033 beds**
  - New contract with ICE at our 1,033-bed Midwest Regional Reception Center in Leavenworth, Kansas. We entered into a six-month Letter Contract with ICE on March 7, 2025 to begin activation efforts at the facility while we worked to negotiate and execute a longer-term contract. Although we have been successful in hiring staff and have prepared the facility to accept detainees during this term, the intake process has been delayed by legal challenges.
  - The new contract commenced on September 7, 2025, and is for a term of 24 months. The agreement provides for a fixed monthly payment plus an incremental per diem payment based on detainee populations, both of which commence once the temporary injunction currently prohibiting the intake of detainees is no longer enforceable. Total annual revenue once the facility is fully activated is expected to be approximately $60 million. However, we cannot predict if or when the legal challenges will be successfully resolved.

Damon T. Hininger, CoreCivic's Chief Executive Officer, commented, "We are pleased to announce the finalization of contracts for these two facilities, both of which were idle at the beginning of the year. The geographic locations of each of these facilities will enhance our ability to support our government partner in its effort to enforce immigration laws in areas of need across the United States. Looking forward, we anticipate additional contracting activity that will help satisfy ICE's growing needs."

Patrick D. Swindle, CoreCivic's President and Chief Operating Officer, added, "Once fully activated, these two facilities are expected to generate combined annual revenue of nearly $200 million. While the intake process has been delayed at the Midwest Regional Reception Center, we will offer newly hired employees opportunities to be redeployed at our other activations until the legal challenges are resolved. Our team continues to work hard on activating our idle facilities, which helps lay the foundation for continued earnings growth into 2026 and beyond."

About CoreCivic

CoreCivic is a diversified, government-solutions company with the scale and experience needed to solve tough government challenges in flexible, cost-effective ways. We provide a broad range of solutions to government partners that serve the public good through high-quality corrections and detention management, a network of residential and non-residential alternatives to incarceration to help address America's recidivism crisis, and government real estate solutions. We are the nation's largest owner of partnership correctional, detention and residential reentry facilities, and one of the largest operators of such facilities in the United States. We have been a flexible and dependable partner for government for more than 40 years. Our employees are driven by a deep sense of service, high standards of professionalism and a responsibility to help government better the public good. Learn more at www.corecivic.com.

Cautionary Note Regarding Forward-Looking Statements

This press release includes statements as to our beliefs and expectations of the outcome of future events that are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995, as amended. These forward-looking statements may include such words as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "will," "should," "can have," "likely," and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. Such forward-looking statements may be affected by risks and uncertainties in CoreCivic's

business and market conditions. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from the statements made. Important factors that could cause actual results to differ are described in the filings made from time to time by CoreCivic with the Securities and Exchange Commission ("SEC") and include the risk factors described in CoreCivic's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the SEC on February 21, 2025. Except as required by applicable law, CoreCivic undertakes no obligation to update forward-looking statements made by it to reflect events or circumstances occurring after the date hereof or the occurrence of unanticipated events.

Contact: Investors: Jeb Bachmann - Managing Director, Investor Relations - (615) 263-3024

Media: Steve Owen – Vice President, Communications - (615) 263-3107

EXHIBIT B

CoreCivic

2024 ANNUAL REPORT

Form 10-K

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2024

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 001-16109

CORECIVIC, INC.
(Exact name of registrant as specified in its charter)

MARYLAND	**62-1763875**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
5501 VIRGINIA WAY BRENTWOOD, TENNESSEE	**37027**
(Address of principal executive offices)	**(Zip Code)**

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: (615) 263-3000
SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $.01 per share	CXW	New York Stock Exchange

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b) ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the shares of the registrant's Common Stock held by non-affiliates was approximately $1,401,617,393 as of June 30, 2024 based on the closing price of such shares on the New York Stock Exchange on that day. The number of shares of the registrant's Common Stock outstanding on February 14, 2025 was 108,864,211.

DOCUMENTS INCORPORATED BY REFERENCE:

Portions of the registrant's definitive Proxy Statement for the 2025 Annual Meeting of Stockholders, currently scheduled to be held on May 15, 2025, are incorporated by reference into Part III of this Annual Report on Form 10-K.

CORECIVIC, INC.
FORM 10-K
For the fiscal year ended December 31, 2024
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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This Annual Report on Form 10-K, or Annual Report, contains statements as to our beliefs and expectations of the outcome of future events that are forward-looking statements as defined within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. All statements other than statements of current or historical fact contained in this Annual Report, including statements regarding our future financial position, business strategy, budgets, projected costs and plans, and objectives of management for future operations, are forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "plan," "projects," "will," and similar expressions, as they relate to us, are intended to identify forward-looking statements. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from the statements made in this Annual Report. These include, but are not limited to, the risks and uncertainties associated with:

- changes in government policy, legislation and regulations that affect utilization of the private sector for corrections, detention, and residential reentry services, in general, or our business, in particular, including, but not limited to, the continued utilization of our correctional and detention facilities by the federal government as a consequence of presidential executive orders, and the impact of any changes to immigration reform and sentencing laws (we do not, under longstanding policy, lobby for or against policies or legislation that would determine the basis for, or duration of, an individual's incarceration or detention);
- our ability to obtain and maintain correctional, detention, and residential reentry facility management contracts because of reasons including, but not limited to, sufficient governmental appropriations, contract compliance, negative publicity and effects of inmate disturbances;
- changes in the privatization of the corrections and detention industry, the acceptance of our services, the timing of the opening of new facilities and the commencement of new management contracts (including the extent and pace at which new contracts are utilized), as well as our ability to utilize available beds;
- our ability to successfully activate idle facilities in a timely manner in order to meet the expected growth in demand for our facilities and services from the federal government that may occur as a result of changes in policies and actions of the new presidential administration, and to realize projected returns resulting therefrom;
- general economic and market conditions, including, but not limited to, the impact governmental budgets can have on our contract renewals and renegotiations, per diem rates, and occupancy;
- fluctuations in our operating results because of, among other things, changes in occupancy levels; competition; contract renegotiations or terminations; inflation and other increases in costs of operations, including a rise in labor costs; fluctuations in interest rates and risks of operations;
- government budget uncertainty, the impact of the debt ceiling and the potential for government shutdowns and changing budget priorities;
- our ability to successfully identify and consummate future development and acquisition opportunities and realize projected returns resulting therefrom; and
- the availability of debt and equity financing on terms that are favorable to us, or at all.

Any or all of our forward-looking statements in this Annual Report may turn out to be inaccurate. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, and financial needs. Our statements can be affected by inaccurate assumptions we might make or by known or unknown risks, uncertainties and assumptions, including the risks, uncertainties, and assumptions described in "Risk Factors" included elsewhere in this Annual Report and in other reports, documents, and other information we file with the Securities and Exchange Commission, or the SEC, from time to time.

In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this Annual Report may not occur and actual results could differ materially from those anticipated or implied in the forward-looking statements. When you consider these forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this Annual Report, including in "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business" and "Risk Factors."

Our forward-looking statements speak only as of the date made. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or circumstances or otherwise, except as required by law. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained in this Annual Report.

RISK FACTORS SUMMARY

Our business faces significant risks and uncertainties. If any of the following risks are realized, our business, financial condition and results of operations could be materially and adversely affected. You should carefully review and consider the full discussion of our risk factors in "Part I, Item 1A. Risk Factors" of this Annual Report. Set forth below is a summary list of the principal risk factors as of the date of the filing of this Annual Report.

- Resistance to privatization of correctional, detention, and residential reentry facilities, and negative publicity regarding inmate disturbances or perceived poor operational performance, could result in our inability to obtain new contracts, the loss of existing contracts, or other unforeseen consequences.
- We are subject to fluctuations in occupancy levels, and a decrease in occupancy levels could cause a decrease in revenues and profitability.
- We are dependent on government appropriations, and our results of operations may be negatively affected by governmental budgetary challenges or government shutdowns.
- Efforts to reduce the U.S. federal deficit could adversely affect our liquidity, results of operations and financial condition.
- Competition may adversely affect the profitability of our business.
- We are subject to terminations, non-renewals, or competitive re-bids of our government contracts.
- Our ability to secure new contracts to develop and manage correctional, detention, and residential reentry facilities depends on many factors outside our control.
- Expectations about growth in the utilization of detention beds by the federal government may not be realized, which could negatively impact our stock price.
- We may face community opposition to facility location, which may adversely affect our ability to obtain new contracts.
- We may incur significant start-up and operating costs on new contracts before receiving related revenues, which may impact our cash flows and not be recouped.
- Government agencies may investigate and audit our contracts and operational performance, and if any deficiencies or improprieties are found, we may be required to cure those deficiencies or improprieties, refund revenues we have received, or forego anticipated revenues, and we may be subject to penalties and sanctions, including contract termination and prohibitions on our bidding in response to Requests for Proposals.
- Failure to comply with facility contracts or with unique and increased governmental regulation could result in material penalties or non-renewal or termination of noncompliant contracts or our other contracts to provide or manage correctional, detention, and residential reentry facilities.
- The failure to comply with data privacy, security and exchange legal requirements could have a material adverse impact on our business, financial position, results of operations, cash flows and reputation.
- We depend on a limited number of governmental customers for a significant portion of our revenues.
- We are dependent upon our senior management and our ability to attract and retain sufficient qualified personnel.
- We are subject to various types of litigation.
- We are subject to necessary insurance costs.
- We may be adversely affected by inflation.
- We depend in part on the performance and capabilities of third parties with whom we have commercial relationships.
- Technological changes or negative changes in the level of acceptance of, or resistance to, the use of electronic monitoring products could cause our electronic monitoring products and other technology to become obsolete or require the redesign of our electronic monitoring products, which could have an adverse effect on our business.
- We depend on a limited number of third parties to manufacture and supply our electronic monitoring products. If our suppliers cannot provide the products or services we require in a timely manner and with such quality as we expect, our ability to market and sell our electronic monitoring products and services could be harmed.

- We may be subject to costly product liability claims from the use of our electronic monitoring products, which could damage our reputation, impair the marketability of our products and services and force us to pay costs and damages that may not be covered by adequate insurance.
- We are subject to risks associated with ownership of real estate.
- We may be adversely affected by an increase in costs or difficulty of obtaining adequate levels of surety credit on favorable terms.
- Interruption, delay or failure of the provision of our technology services or information systems, or the compromise of the security thereof, could adversely affect our business, financial condition or results of operations.
- We are subject to risks related to corporate social responsibility.
- As an owner and operator of correctional, detention, and residential reentry facilities, we are subject to risks relating to acts of God, outbreaks of epidemic or pandemic disease, global climate change, terrorist activity and war.
- Our indebtedness could adversely affect our financial health and prevent us from fulfilling our obligations under our debt securities.
- Our Bank Credit Facility, indentures related to our senior notes, and other debt instruments have restrictive covenants that could limit our financial flexibility.
- Our indebtedness is secured by a substantial portion of our assets.
- Servicing our indebtedness will require a significant amount of cash or may require us to refinance our indebtedness before it matures. Our ability to generate cash depends on many factors beyond our control and there is no assurance that we will be able to refinance our debt on acceptable terms, or at all.
- We are required to repurchase all or a portion of our senior notes upon a change of control, and the debt under our Bank Credit Facility is subject to acceleration upon a change of control.
- Despite current indebtedness levels, we may still incur more debt.
- Our access to capital may be affected by general macroeconomic conditions.
- Activist resistance to the use of public-private partnerships for correctional, detention, and residential reentry facilities could impact our ability to obtain financing to grow our business or to refinance existing indebtedness, which could have a material adverse effect on our business, financial condition and results of operations.
- Rising interest rates increase the cost of our variable rate debt.
- The market price of our equity securities may vary substantially, which may limit our stockholders' ability to liquidate their investment.
- The number of shares of our common stock available for future sale could adversely affect the market price of our common stock.
- Future offerings of debt or equity securities ranking senior to our common stock or incurrence of debt (including under our Bank Credit Facility) may adversely affect the market price of our common stock.
- Our issuance of preferred stock could adversely affect holders of our common stock and discourage a takeover.
- Our charter and bylaws and Maryland law could make it difficult for a third party to acquire our company.

PART I.

ITEM 1. BUSINESS.

Overview

We are a diversified government solutions company with the scale and experience needed to solve tough government challenges in flexible, cost-effective ways. Through three segments, CoreCivic Safety, CoreCivic Community, and CoreCivic Properties, we provide a broad range of solutions to government partners that serve the public good through corrections and detention management, a network of residential reentry centers to help address America's recidivism crisis, and government real estate solutions. We have been a flexible and dependable partner for government for over 40 years. Our employees are driven by a deep sense of service, high standards of professionalism and a responsibility to help government better the public good.

We are the nation's largest owner of partnership correctional, detention, and residential reentry facilities and one of the largest prison operators in the United States. As of December 31, 2024, through our CoreCivic Safety segment, we operated 42 correctional and detention facilities, 38 of which we owned or controlled via a long-term lease, with a total design capacity of approximately 62,000 beds. Through our CoreCivic Community segment, we operated 21 residential reentry centers, which we owned or controlled via a long-term lease, with a total design capacity of approximately 4,000 beds. In addition, through our CoreCivic Properties segment, we owned 6 properties, with a total design capacity of approximately 10,000 beds.

In addition to providing fundamental residential services, our correctional, detention, and residential reentry facilities offer a variety of rehabilitation and educational programs, including basic education, faith-based services, life skills and employment training, and substance abuse treatment. These services are intended to help reduce recidivism and to prepare offenders for their successful reentry into society upon their release. We also provide or make available to offenders certain health care (including medical, dental, and mental health services), food services, and work and recreational programs.

We are a Maryland corporation formed in 1983. Our principal executive offices are located at 5501 Virginia Way, Brentwood, Tennessee, 37027, and our telephone number at that location is (615) 263-3000. Our website address is www.corecivic.com. We make available on or through our website certain reports and amendments to those reports that we file with or furnish to the SEC in accordance with the Securities Exchange Act of 1934, as amended, or the Exchange Act. Such reports include our Annual Reports on Form 10-K, our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K and our definitive proxy statement. We make this information available on our website free of charge as soon as reasonably practicable after we electronically file the information with, or furnish it to, the SEC. In addition, we routinely post on the “Investors” page of our website news releases, announcements and other statements about our business and results of operations, some of which may contain information that may be deemed material to investors. Therefore, we encourage investors to monitor the “Investors” page of our website and review the information we post on that page. Information contained on our website is not incorporated by reference herein and is not part of this Annual Report.

The SEC maintains a website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at the following address: www.sec.gov.

Our ongoing operations are organized into three principal business segments:

- CoreCivic Safety segment, consisting of 42 correctional and detention facilities that are owned or controlled via a long-term lease and managed by CoreCivic, as well as those correctional and detention facilities owned by third parties but managed by CoreCivic. CoreCivic Safety also includes the operating results of our subsidiary that provides transportation services to governmental agencies, TransCor America, LLC, or TransCor.
- CoreCivic Community segment, consisting of 21 residential reentry centers that are owned or controlled via a long-term lease and managed by CoreCivic. CoreCivic Community also includes the operating results of our electronic monitoring and case management services.
- CoreCivic Properties segment, consisting of 6 correctional real estate properties owned by CoreCivic.

For the years ended December 31, 2024, 2023, and 2022, our total segment net operating income, which we define as a facility's revenues (including interest income associated with finance leases) less operating expenses, was divided among our three business segments as follows:

	For the Years Ended December 31,		
	2024	2023	2022
Segment:			
Safety	91.1%	84.7%	84.1%
Community	4.6%	5.2%	3.9%
Properties	4.3%	10.1%	12.0%

Our customers primarily consist of federal, state, and local government agencies. Federal correctional and detention authorities primarily consist of the U.S. Immigration and Customs Enforcement, or ICE, the United States Marshals Service, or USMS, and the Federal Bureau of Prisons, or BOP. Payments by federal correctional, detention and residential reentry authorities represented 51%, 52%, and 54% of our total revenue for the years ended December 31, 2024, 2023, and 2022, respectively.

Our customer contracts for providing bed capacity and correctional, detention, and residential reentry services in our CoreCivic Safety and CoreCivic Community segments typically have terms of one to five years and contain multiple renewal options. Most of our facility contracts also contain clauses that allow the government agency to terminate the contract at any time without cause, and our facility contracts are generally subject to annual or bi-annual legislative appropriations of funds. Notwithstanding these termination clauses, the contract renewal rate for properties we owned or controlled via long-term lease in these segments was approximately 96% over the five years ended December 31, 2024. The lease agreements in our CoreCivic Properties segment typically have terms of five to twenty years including renewal options, and generally have more restrictive termination clauses.

In our CoreCivic Safety and CoreCivic Community segments, we are compensated for providing bed capacity and correctional, detention, and residential reentry services at a per diem rate based upon actual or minimum guaranteed occupancy levels. Occupancy rates for a particular facility are typically low when first opened or immediately following an expansion. However, beyond the start-up period, which typically ranges from 90 to 180 days, the occupancy rate tends to stabilize. Our occupancy rates declined during 2022 due to the continuing effects of COVID-19, but began to increase in 2023 following the expiration of Title 42, among other factors, and as further described hereinafter. The average compensated occupancy of our correctional, detention, and residential reentry facilities, based on rated capacity was as follows for 2024, 2023, and 2022:

	2024	2023	2022
CoreCivic Safety facilities	76%	72%	71%
CoreCivic Community facilities	65%	62%	58%
Total	75%	72%	70%

The average compensated occupancy of our CoreCivic Safety and CoreCivic Community facilities, excluding idled facilities, was 86%, 82%, and 81% for 2024, 2023, and 2022, respectively.

Operating Procedures and Offender Services for Correctional, Detention, and Residential Reentry Facilities

Pursuant to the terms of our customer contracts, we are responsible for the overall operations of our facilities, including staff recruitment, general administration of the facilities, facility maintenance, security, and supervision of the residents in our care. We are required by our customer contracts to maintain certain levels of insurance coverage for general liability, workers' compensation, vehicle liability, and property loss or damage. We also are required to indemnify our customers for claims and costs arising out of our operations and, in certain cases, to maintain performance bonds and other collateral requirements.

Reentry programs.

We believe a focus on inmate reentry provides great benefits for our communities – more people living healthy and productive lives and contributing to strong families and local economies. We have committed to evolving our model with an increased focus on reentry services, and we are working to equip the men and women in our care with the services, support, and resources they need to be successful upon reentry.

We provide a wide range of evidence-based reentry programs and activities in our facilities. At most of the facilities we manage, offenders have the opportunity to enhance their basic education from literacy through earning a high school equivalency certificate endorsed by their respective state. In some cases, we also provide opportunities for postsecondary educational achievements and chances to participate in college degree programs.

For the offenders who are close to taking their GED/HiSET exam, we have invested in the equipment needed to use the GED/HiSET Academy software program, which is an offline software program providing over 200 hours of individualized lessons up to a 12th grade level. The GED/HiSET Academy incorporates teaching best practices and provides an atmosphere to engage and motivate students to learn everything they need to know to pass the GED/HiSET exam. According to a 2022 study by Steven Sprick Schuster and Ben Stickle, "Are Schools in Prison Worth It? The Effects of and Economic Returns to Prison Education", prison education decreases the likelihood of recidivism by 14.8% and increases the likelihood of employment by 6.9%.

In addition, we offer a broad spectrum of career/technical education opportunities to help individuals learn marketable job skills. Our construction trade programs are certified by the National Center for Construction Education and Research, or NCCER. This progressive program has evolved into curricula for more than 70 craft and maintenance areas and a complete series of more than 70 assessments offered in over 6,000 NCCER-accredited training and assessment locations across the United States. Graduates of these programs enter the job market with certified skills that significantly enhance employability. At several of our facilities, we also offer other effective vocational programs, such as the Persevere and Pivot Tech software coding programs. The coding programs provide an opportunity to learn software coding and job readiness/employability skills specific to the technology field.

We are proud of the educational programs we offer and intend to maintain and continue to develop such programs. Examples of programs and new programming technology we deployed or expanded over the previous two years:

- In 2024, we developed Go Further Discovery, a new resident learning management system, or LMS, which offers self-directed digital content in the areas of academics, continuing technical education, career preparation, entrepreneurship, behavior change, reentry, faith-based, inspirational, and self-help. The new LMS includes courses from content partners, as well as content developed internally by CoreCivic.

- In 2024, we offered the "Escape the Odds Box Truck Program" at our Saguaro Correctional Facility in Arizona and at our Crossroads Correctional Center in Montana. The program trains individuals on how to start and operate a non-Commercial Drivers License, or CDL, box truck business.

- In 2024, we implemented several additional programs to help prepare justice-involved individuals for life after release, including offering the Promising People Virtual Reality programs in Electricians Helper, Culinary and other vocational programs at our Cibola County Corrections Facility in New Mexico. Promising People, LLC creates and delivers new learning technologies to develop pre-apprentice learning experiences for trade skills using the latest 3D video and Virtual Reality systems.

- In 2023, we deployed a Resident Network, or ResNet, at approximately 20 of our correctional facilities, which involved the installation of a secure controlled network, and the addition of an average of 20 new Microsoft® Surface laptops at each of these sites. With strict security measures in place designed to ensure compliance and public safety, an important component of ResNet is connecting residents to online job skills training, testing and certification. ResNet is now the means by which many of our programs are offered, including our educational and vocational programs, and other programs we believe are vital to reentry such as anger management, substance abuse education, and financial literacy.

- In 2023, we partnered with Re-entry Coaching Academy, or ReCA, a non-profit organization, to offer Life Coaching training and certification for incarcerated individuals at our Saguaro Correctional Facility in Arizona. The program is peer-based, being led by certified life coaches, facilitators, and community leaders with lived experience. Graduates of the program are now serving as Peer Life Coaches and are training other inmates to be Life Coaches at the Saguaro facility.

- In 2023, we partnered with Our Journey, a non-profit organization led by an individual who has lived experience. Our Journey produces reentry booklets customized for each state. The booklets are written from the lived-experience perspective and use information gathered from focus groups and community networks to develop customized local information. We have partnered with Our Journey to produce these booklets for each state in which we have facilities. In 2023, a booklet for the state of Georgia was completed and in 2024, a booklet for the state of Tennessee was completed. A booklet for the state of Arizona is expected to be completed in early 2025.

- In 2023, we implemented several additional programs to help prepare justice-involved individuals for life after release, including "2nd Opportunity", a life skills and employment readiness program at our Tallahatchie County Correctional Facility in Mississippi, and Rebound Employment Training, which teaches the skills necessary to become a successful online freelancer or remote worker upon release. We are expanding the Rebound Employment Training program beyond the five facilities at which we piloted the program during 2023. Both the 2nd Opportunity program and the Rebound Employment Training program are being expanded through our Go Further Discovery LMS. In 2023, we also partnered with Geographic Solutions whose "Virtual One Stop Reentry Employment Opportunities" software system was customized for us and allows incarcerated persons the opportunity to search and apply for current job openings in the communities to which they will be released. The Geographic Solutions program also provides employment readiness and resume building skills at our Jenkins Correctional Center in Georgia.

- In 2023, we began offering Steered Straight's "One Step Away" recovery program and, in 2024, we offered the program at our Hardeman County Correctional Facility in Tennessee, our Trousdale Turner Correctional Center in Tennessee, and at our Lake Erie Correctional Institution in Ohio. Steered Straight is a non-profit organization formed in 2007 and is designed to carry an important message to youth on the extreme dangers of drugs, gang involvement and associated criminal activity. The "One Step Away" program is the organization's prison inmate rehabilitation program that works to reduce drug usage and overdoses, particularly fentanyl, as well as to strengthen incarcerated persons' recovery and aftercare.

- In 2023, we partnered with Reboot Recovery to offer a peer-led, 12-week research-based PTSD/Trauma and Resiliency program for incarcerated veterans. In 2024, we expanded the program beyond the four CoreCivic Safety facilities at which we piloted the program in 2023, and the program is now offered at eight CoreCivic Safety facilities. We anticipate further expansion of the program to other CoreCivic Safety facilities in 2025.

For those with assessed substance abuse disorders, we offer cognitive behavioral evidence-based treatment programs with proven clinical outcomes, such as the Residential Drug Abuse Program. We offer both therapeutic community models and intensive outpatient programs. We also offer drug and alcohol use education/DWI programs at some of our facilities. Our goal in providing substance abuse treatment is to stimulate internal motivation for change and progress through the stages of change so that lasting behavioral change can occur. Our drug and alcohol education programs help participants understand their relationships with drugs and alcohol and the links between drug and alcohol use and crime, as well as equipping participants with information designed to help them make better choices that can lead to healthier relationships in their lives. According to a study by the Florida State University College of Criminology and Criminal Justice, "An Assessment of Substance Abuse Treatment Programs in Florida's Prisons Using a Random Assignment Experimental Design" submitted to the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice, in 2016, inmates who completed addiction treatment in prison have significantly lower recidivism levels regardless of the treatment model used.

Additional program offerings include our Victim Impact Programs, available at a number of our Safety and Community facilities, which seek to educate offenders about the negative effects their criminal conduct can have on others. All of our facility chaplains facilitate diverse and inclusive opportunities for those in our care to engage in the practice of spirituality and to exercise individual religious freedom. In several facilities, we offer faith-based programs with an emphasis on character development, spiritual growth, and successful reentry. Beginning in 2024, we utilized "Finding the Good Life", a custom evidence-based inter-faith curriculum we developed with The Change Companies. The Change Companies helps organizations in behavioral health, corrections and addiction treatment bridge the gap between theory and practice.

Our Reentry and Life Skills programs prepare individuals for life after incarceration by teaching them how to successfully conduct a job search, how to manage their budget and financial matters, parenting skills, and relationship and family skills. Equally significant, we offer cognitive behavioral programs aimed at changing anti-social attitudes and behaviors in offenders, with a focus on altering the level of criminal thinking. In 2017, we introduced a comprehensive reentry strategy we call "Go Further," a forward thinking, process approach to reentry. "Go Further" encompasses all facility reentry programs, adds a proprietary cognitive/behavioral curriculum, and encourages staff and offenders to take a collaborative approach to assist in reentry preparation.

In 2021, we opened a "Go Further Release" program in the Denver, Colorado area. Go Further Release is a program we developed that provides stabilization services and reentry coaching to individuals being released from our facilities. The program provides "Reach-in" services during the justice-involved individual's last 90 days of incarceration which are designed to prepare individuals for release and make a connection with a reentry coach that will provide support to them after release. "Stabilization and Reentry Coaching" services are provided during an individual's first 90 days of release and an ongoing community support group is available as long as needed. All services are free of charge. In 2022, we received approval from the Georgia Department of Corrections, or GDOC, to implement a Go Further Release program to support our Coffee, Jenkins, and Wheeler facilities. We are providing this program through an engagement with Life Empowerment Enterprises, a local non-profit organization.

Across the country, our dedicated staff, along with the assistance of thousands of volunteers, work to provide guidance, direction, and post-incarceration services to the men and women in our care. We believe these critical reentry programs help fight the serious challenge of recidivism facing the United States.

Through our community corrections facilities, we provide an array of services to clients and residents who are serving their full sentence, the last portion of their sentence, waiting to be sentenced, or awaiting trial while supervised in a community environment. We offer housing and programs with a key focus on employment, job readiness, life skills and various substance abuse treatment programs, in order to help residents successfully reenter their communities and reduce the risk of recidivism.

For example, most of our community corrections facilities have community networking programs, like those at our Cheyenne Transitional Center in Wyoming, to help residents connect with community members and match them with jobs. Our staff takes an active role in going into the community and creating collaborative relationships with employers to assist residents when they first arrive at our facility and provide support for a smoother transition in job seeking. Our programs in the state of Colorado partner with a financial institution to conduct classes with our residents on financial wellness, including the importance of having a savings account, the importance of, and how to establish, credit, and how to establish a bank account. At our CAI Ocean View facility in California, we offer our residents the ability to receive a "Certificate of Completion in Money Smarts and Transitional Skills". The classes are taught by our Employment Specialist and Program Facilitator at the Ocean View facility and are offered to all residents on a daily basis. The Ocean View facility has also partnered with the San Diego City College to offer residents classes in Forklift Operation, Auto Mechanics, and Carpentry. We have also partnered with Coastline and Career Expansion, Inc. at our CAI Boston Avenue facility in California to provide a training program in workforce development, construction, utilities, energy and safety. Students learn skills from basic industry awareness to Occupational Safety and Health Administration, or OSHA, requirements in this five-week, on-site program. They also learn how to properly use hand and power tools, and how to safely handle construction materials. Upon completion, students receive an industry-recognized certificate. Further, in 2024, we implemented several new programs at our CAI Boston Avenue facility including, among others, our Go Further program mentioned above, a Victim Impact Program, and a Seeking Safety program. In addition, in 2024, our South Raleigh Reentry Center in Raleigh, North Carolina, partnered with the North Carolina Works and Wake Local Reentry Council, or WLRC, to help residents gain Culinary, Heavy Machinery Operator, Forklift, and CDL certifications. WLRC is a collaborative of organizations working to help men and women transition back into the community after leaving incarceration. In some of our community corrections facilities, we offer housing and program services to parolees who have completed their sentence but lack a viable reentry plan. Through a focus on employment and skill development, we provide a means for these parolees to successfully reintegrate into their communities.

In addition, we provide day-reporting and substance abuse treatment programs at some of our community corrections facilities. These programs, depending on the needs of the resident, can provide cognitive behavioral-based programs to assist in the resident's successful reentry while holding the individual accountable while living in the community.

We also provide a number of non-residential correctional alternative services, including electronic monitoring and case management services, under our CoreCivic Community segment. Governmental customers use electronic monitoring products and services to monitor low risk offenders as a way to help reduce overcrowding in correctional facilities, as a monitoring and sanctioning tool, and to promote public safety by imposing restrictions on movement and serving as a deterrent for alcohol usage. Providing these non-residential services is a natural complement to our broad network of residential reentry facilities and can help keep individuals from returning to prison or being incarcerated in the first place.

Ultimately, the work we do is intended to give people the necessary skills to reintegrate with their communities permanently. We are proud of the teachers, counselors, case managers, chaplains, and other offender support service professionals who provide these services to the men and women entrusted to our care.

Advocacy.

Further underscoring our long-term commitment to reducing recidivism, since October 2017, we have maintained a nationwide initiative to advocate for a range of government policies that will help formerly incarcerated people successfully reenter society and stay out of prison. As part of this continued initiative, we apply government relations resources and expertise to advocate for the following policies:

- "Ban-the-Box" proposals to help improve former inmates' chances at getting a job;
- Reduced legal barriers to make it easier and less risky for companies to hire former incarcerated individuals;
- Increased funding for reentry programs in areas such as education, addiction treatment, faith-based offerings, victim impact and post-release employment; and
- Social impact bond pilot programs that tie contractor payments to positive outcomes.

In 2020, we announced that we will publicly advocate at the federal and state levels for a slate of new policies that will help people succeed in their communities after being released from prison. Specifically, we pledged our support for Pell Grant Restoration, Voting Rights Restoration and Licensure Reform Policies. We maintain a partnership with Prison Fellowship, a leading advocate for criminal justice reform serving formerly incarcerated individuals and their family members. Through a network of programming and advocacy efforts, the organization seeks to effect positive change at every level of the criminal justice system. We have committed to a multi-year partnership in Prison Fellowship's First Chance Network, or FCN. Serving over 250,000 children annually, the FCN addresses persistent gaps in opportunity for children who have incarcerated parents and seeks to create a trajectory toward healthy life outcomes and prevent youth justice involvement.

Advocacy for Pell Grant Restoration is an extension of our longtime commitment to providing educational opportunities in our facilities, as research consistently shows that educational attainment can significantly reduce an incarcerated person's likelihood of recidivating. Currently, CoreCivic has working partnerships with fifteen colleges and institutions of higher learning nationwide to facilitate provision of post-secondary educational opportunities in various facilities. We continue to pursue opportunities to expand this network and the facilities in which these services are offered.

Supporting policies that advance the expansion of reentry programs aligns closely with our ongoing efforts to assess and expand reentry-focused programming in our facilities. To that end, we actively engage subject matter experts and practitioners, including formerly incarcerated individuals who bring valuable, lived experiences that better inform innovations and enhancements to those programmatic offerings.

We believe that as successful as we may be with our work inside our facilities, incarcerated individuals still face embedded societal barriers and collateral consequences when they return to their communities. Supporting recidivism-reducing policies is one way we can bridge the gap and give the men and women entrusted to our care a better opportunity at never returning to prison.

Operating guidelines.

The American Correctional Association, or ACA, is an independent organization comprised of corrections professionals that establishes accreditation standards for correctional and detention facilities around the world. Outside agency standards, such as those established by the ACA, provide us with the industry's most widely accepted operational guidelines. ACA accredited facilities must be audited and re-accredited at least every three years. We have sought and received ACA accreditation for 33, or approximately 97%, of the eligible facilities we operated as of December 31, 2024, excluding our residential reentry facilities. During 2024, 12 of the facilities we manage were newly accredited or re-accredited by the ACA with an average score of 99.7%, making our portfolio average 99.6%.

Beyond the standards provided by the ACA, our facilities are operated in accordance with a variety of company and facility-specific policies and procedures, as well as various contractual requirements. Many of these policies and procedures reflect the high standards generated by a number of sources, including the ACA, the National Commission on Correctional Healthcare, OSHA, as well as federal, state, and local government codes and regulations and longstanding correctional procedures.

In addition, our facilities are operated in compliance with the Prison Rape Elimination Act, or PREA, standards. All confinement facilities covered under the PREA standards must be audited at least every three years to maintain compliance with the PREA standards. We utilize United States Department of Justice, or DOJ, certified PREA auditors to help ensure that all facilities operate in compliance with applicable PREA regulations.

Our facilities operate under these established standards, policies, and procedures, and also are subject to annual audits by our Quality Assurance Division, or QAD, which operates under, and reports directly to, our Office of General Counsel and acts independently from our Operations Division. Through the QAD, we have devoted significant resources to ensuring that our facilities meet outside agency and accrediting organization standards and guidelines.

The QAD has achieved conformance with the Institute of Internal Auditors' International Professional Practices Framework®, *Global Internal Audit Standards*. The *Global Internal Audit Standards* guide the worldwide professional practice of internal auditing and serve as a basis for evaluating and elevating the quality of the internal audit function. The QAD employs a team of full-time auditors, who are subject matter experts from all major disciplines within institutional operations. Annually, QAD auditors generally conduct unannounced on-site evaluations of each CoreCivic Safety facility we operate using specialized audit tools, typically containing approximately 1,455 audit indicators across all major operational areas. In most instances, these audit tools are tailored to facility and partner specific requirements. In addition, audit teams provide guidance to facility staff on operational best practices and assist staff with addressing specific areas of need, such as meeting requirements of new partner contracts and providing detailed training on compliance requirements for new departmental managers.

The QAD management team coordinates overall operational auditing and compliance efforts across all correctional, detention, and residential reentry facilities we manage. In conjunction with subject matter experts and other stakeholders having risk management responsibilities, the QAD management team develops performance measurement tools used in facility audits. The QAD management team provides governance of the corrective action plan process for any items of nonconformance identified through internal and external facility reviews. Our QAD also contracts with teams of ACA certified correctional auditors to evaluate compliance with ACA standards at accredited facilities. Similarly, the QAD routinely incorporates a review of facility compliance with key ACA standards and PREA regulations during annual audits of company facilities.

In addition to our own internal audit and contract compliance efforts, we are also subject to oversight by our government partners. As part of their standard monitoring and compliance programs, approximately 75% of our federal and state government partners typically conduct formal contract-compliance audits and inspections at least annually at CoreCivic Safety facilities. In addition to these annual audits of our facilities, many partners conduct additional area-specific operational audits and inspections on a more frequent basis, including monthly, quarterly, and semi-annually. Some of these audits and facility inspections by our partners are conducted on an unannounced basis. In 2024, our government partners conducted approximately 210 annual, semi-annual, quarterly, and monthly compliance audits and inspections at our CoreCivic Safety facilities. In addition, the majority of our federal and state government partners employ on-site contract monitors who monitor performance and contract compliance at our facilities on a full- or part-time basis. In 2024, 97% of the CoreCivic Safety facilities we manage had an assigned contract monitor.

Business Development

We believe we own, or control via a long-term lease, approximately 55% of all privately owned prison beds in the United States, manage approximately 39% of all privately managed prison beds in the United States, and are currently the second largest private owner and provider of community corrections services in the nation. Under the direction of our partnership development department, we market our facilities and services to government agencies responsible for federal, state, and local correctional, detention, and residential reentry facilities in the United States. With 66,488 beds in our Safety and Community segments and occupancy of 75% in 2024, including idle correctional and residential reentry facilities during the period they were idle, we have the capacity to grow earnings and cash flows without the need to deploy significant capital. At December 31, 2024, we also had two idle facilities consisting of 4,960 beds in our Properties segment that could generate additional earnings and cash flow if we are able to enter into an agreement to utilize the facilities. Under the direction of our innovation department, we also intend to continue to pursue new development opportunities in our Properties segment, to meet the need to modernize outdated correctional infrastructure across the country, and explore potential opportunities to expand the scope of non-residential correctional alternatives we provide in our Community segment. We will also respond to customer demand and may develop or expand correctional and detention facilities when we believe potential long-term returns justify the capital deployment.

We execute cross-departmental efforts to market CoreCivic Safety solutions to government partners that seek corrections and detention management services, CoreCivic Community solutions to government partners seeking residential reentry services, and CoreCivic Properties solutions to customers that need correctional real estate and maintenance services. Our flexible business model enables our customers to utilize our real estate assets to suit their needs, which can result in facilities moving among our Safety, Community, and Properties segments.

Business from our federal customers, including primarily ICE, the USMS, and the BOP, constituted 51%, 52%, and 54% of our total revenue during 2024, 2023, and 2022, respectively. Business from our federal customers continues to be a significant component of our business, although the source of revenue is derived from many contracts at various types of properties (i.e., correctional, detention, and reentry). ICE (29%, 30%, and 29% during 2024, 2023, and 2022, respectively) and the USMS (21%, 21%, and 22% during 2024, 2023 and 2022, respectively) each accounted for 10% or more of our total revenue during the last three years.

Certain of our contracts with federal partners contain clauses that guarantee the federal partner access to a minimum bed capacity in exchange for a fixed monthly payment. However, these contracts also generally provide the government the ability to cancel the contract for non-appropriation of funds or for convenience. The solutions we provide to our federal customers continue to be a significant component of our business. We believe our ability to provide flexible solutions and fulfill emergent needs of our federal customers would be very difficult and costly to replicate in the public sector.

On January 26, 2021, then-President Biden issued an Executive Order on Reforming Our Incarceration System to Eliminate the Use of Privately Operated Criminal Detention Facilities, or the Private Prison EO. The Private Prison EO directed the Attorney General to not renew DOJ contracts with privately operated criminal detention facilities. Two agencies of the DOJ, the BOP and the USMS, utilize our services. The BOP houses inmates who have been convicted, and the USMS is generally responsible for detainees who are awaiting trial. The Private Prison EO only applied to agencies that are part of the DOJ, which includes the BOP and USMS. We no longer operate any prison contracts for the BOP. ICE facilities were not covered by the Private Prison EO, as ICE is an agency of the Department of Homeland Security, or DHS, not the DOJ. For the years ended December 31, 2024, 2023, and 2022, the USMS accounted for 21% ($406.4 million), 21% ($400.4 million), and 22% ($403.9 million), respectively, of our total revenue.

Unlike the BOP, the USMS does not own detention capacity and relies on the private sector, along with various government agencies, for its detainee population. We currently have two detention facilities that have direct contracts with the USMS. Because of the lack of alternative bed capacity, one of the contracts was renewed upon its expiration in September 2023, and now expires in September 2028. The second direct contract expires in October 2025. On January 20, 2025, President Trump reversed the Private Prison EO. However, it is possible future administrations could issue similar executive orders restricting the use of private correctional and detention facilities by the federal government.

In March 2020, the World Health Organization declared the outbreak of COVID-19 as a pandemic. As a result, in the first quarter of 2020, the federal government decided to deny entry at the United States southern border to asylum-seekers and anyone crossing the southern border without proper documentation or authority in an effort to contain the spread of COVID-19, a policy known as Title 42. This policy resulted in a reduction to the number of people ICE detained, including in our detention facilities. The financial impact was somewhat mitigated by fixed monthly payments from ICE at certain of our facilities, to ensure ICE has adequate bed capacity in the event of a surge in the future. Based on COVID-19 trends, the DHS allowed Title 42 to expire on May 11, 2023, which has resulted in an increase in the number of undocumented people permitted to enter the United States claiming asylum, and has resulted in an increase in the number of people apprehended and detained by ICE. During 2023, revenue from ICE was $565.5 million compared to $579.5 million during 2019, prior to the implementation of Title 42. During the year ended December 31, 2024, revenue from ICE was $564.8 million. Our revenue from ICE was negatively impacted during 2024 by the termination of an inter-governmental service agreement, or IGSA, for the 2,400-bed South Texas Family Residential Center, or STFRC, effective August 9, 2024, a facility we leased from a third-party.

On June 10, 2024, we received notice from ICE of its intent to terminate the IGSA for services at the STFRC, effective August 9, 2024. As a result, we provided notice to the third-party lessor of the facility of our intent to terminate the lease effective as of the same date, with no financial penalties as permitted by the lease agreement. Total revenue generated at the STFRC was $101.2 million and $156.6 million during 2024 and 2023, respectively. Facility net operating income at this facility was $51.5 million and $65.6 million during 2024 and 2023, respectively. The decrease in facility net operating income from 2023 to 2024 at the STFRC, which resulted from the termination, was partially offset by the accelerated recognition of deferred revenue, as well as the accelerated decline in detainee populations in early July 2024, resulting in the elimination of most operating expenses though we continued to generate fixed contractual revenue through the termination date. Even excluding these unique factors positively affecting 2024, the

operating margin at STFRC exceeded the average operating margin of our portfolio due to the size and scalability of expenses, and due to the unique design and specialized services provided at the facility. Accordingly, the termination of the contract at this facility had, and will continue to have, a negative impact on operating margins following the termination date. During 2024 and 2023, operating margins in the CoreCivic Safety segment were 23.9% and 21.7%, respectively, while operating margins excluding the STFRC were 22.3% and 19.6%, respectively.

We are partnering with the third-party owner of STFRC to market the facility to DHS. However, we can provide no assurance that we will enter into an agreement with ICE to reopen the facility, or that if we enter into another agreement with ICE to utilize the STFRC, that we would generate revenues or facility net operating income similar to amounts we previously generated at this facility.

Federal revenues from contracts at correctional, detention, and residential reentry facilities that we operate increased 0.7% from $995.2 million during 2023 to $1,002.2 million during 2024. The increase in federal revenue was primarily a result of increased occupancy and per diem increases at certain facilities and as a result of one additional day of operations due to a leap year in 2024, partially offset by the termination of an IGSA with respect to the STFRC. As previously described herein, Title 42, which was implemented in the first quarter of 2020, resulted in a reduction to the number of people ICE detained, including in our detention facilities. The financial impact of Title 42 was somewhat mitigated by fixed monthly payments from ICE at certain of our facilities, to ensure ICE has adequate bed capacity in the event of a surge in the future. The expiration of Title 42 on May 11, 2023 resulted in an increase in the number of undocumented people permitted to enter the United States claiming asylum, and has also resulted in an increase in the number of people apprehended and detained by ICE. During the year ended December 31, 2024, revenue from ICE was $564.8 million compared to $565.5 million during the year ended December 31, 2023. Given the termination of the IGSA with ICE with respect to the STFRC, total management revenues were, and are expected to continue to be, negatively impacted following the August 9, 2024 termination date, when compared to prior periods, as further described in "*Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations*", or MD&A.

We currently expect demand from the federal government for our correctional and detention facilities to increase under the new presidential administration, particularly from ICE, as a result of anticipated changes in immigration policy and funding levels of our federal government partners charged with correctional and detention responsibilities. This anticipated increase in demand could result in higher utilization of our available capacity under existing contracts, as well as through new contracts utilizing our idle correctional and detention facilities or our other existing capacity. However, we can provide no assurance that the federal government will increase the utilization of our available capacity. Further, the activation of our idle correctional and detention facilities generally requires four to six months to hire, train, and prepare our facilities to accept residential populations, which could result in substantial expenses before we are able to realize additional revenue.

State revenues from contracts at correctional, detention, and residential reentry facilities that we operate constituted 40%, 39%, and 36% of our total revenue during 2024, 2023, and 2022, respectively, and increased 5.0% from $738.6 million during 2023 to $775.4 million during 2024. The state of Tennessee is our largest state customer, accounting for 10% of our total revenue during 2024, with no other state customer generating 10% or more of our total revenue. State revenues increased as a result of per diem increases under a number of our state contracts, as certain states have recognized the need to provide additional funding to address increases in the wages of our employees. State revenues also increased due to higher utilization from the states of Montana and Wyoming due to new management contracts executed during 2023 and 2024, as well as higher utilization from other states under existing management contracts. State revenues generated during the year ended December 31, 2024 also benefited from one additional day of operations due to 2024 being a leap year. The increase in state revenues in 2024 was partially offset by a decrease in state revenues at our Allen Gamble Correctional Center that resulted from a new lease agreement effective October 1, 2023, and is now reported in our Properties segment.

We believe the long-term growth opportunities of our business remain attractive as government agencies consider their emergent needs, as well as the efficiency and offender programming opportunities we provide as flexible solutions to satisfy our partners' needs. We have been in discussions with ICE to utilize additional bed capacity in our portfolio at facilities with existing contracts, and have responded to their requests for information and requests for proposals, or RFPs, for activation of certain of our idle facilities. We have also been in discussions with several state and county government agencies that have experienced challenges in staffing their public-sector facilities and are

seeking solutions from the private sector. Further, several of our existing government partners, as well as prospective government partners, have been experiencing growth in offender populations and overcrowded conditions. Governments are continuing to assess their need for correctional space, and several are continuing to consider alternative correctional capacity for their aged or inefficient infrastructure, or are seeking cost savings by utilizing the private sector, which could result in increased future demand for the solutions we provide. For example, on September 25, 2023, we announced that we signed a management contract with Hinds County, Mississippi to care for up to 250 adult male pre-trial detainees at our 2,672-bed Tallahatchie County Correctional Facility in Tutwiler, Mississippi. The initial contract term is for two years, which may be extended for an additional year upon mutual agreement. In addition, on November 16, 2023, we announced that we signed a management contract with the state of Wyoming to care for up to 240 male inmates at the Tallahatchie facility. The term of the contract runs through June 30, 2026. Also on November 16, 2023, we announced that we signed a contract with Harris County, Texas, to care for up to 360 male inmates at the Tallahatchie facility. Upon mutual agreement, Harris County may access an additional 360 beds at the facility. The initial contract term began on December 1, 2023, and was recently renewed for an additional one-year term, which commenced December 1, 2024. Following the recent renewal, the contract may be extended at Harris County's option for up to three additional one-year terms. In addition to the recent contracts with Hinds County, the state of Wyoming, and Harris County, we currently care for residents from the USMS, the state of Vermont, the U.S. Virgin Islands, and Tallahatchie County at the Tallahatchie facility, which demonstrates the flexible solutions that we provide. On November 14, 2023, we announced that we signed a management contract with the state of Montana to care for up to 120 inmates at our 1,896-bed Saguaro Correctional Facility in Eloy, Arizona. The contract is scheduled to expire on October 31, 2025, and may be extended by mutual agreement for a total term of up to seven years. In addition, on August 1, 2024, we entered into a second management contract with the state of Montana to care for an unspecified number of inmates at facilities we operate. The second contract is scheduled to expire on July 31, 2026, and may be extended by mutual agreement for a total term of up to seven years. As of December 31, 2024, we cared for approximately 245 inmates from the state of Montana at our Saguaro facility. We also care for residents from the state of Hawaii and the state of Idaho at the Saguaro facility. On January 16, 2025, we announced that we were awarded a new management contract with the state of Montana to care for additional inmates outside the state of Montana, with 240 inmates expected to arrive at our Tallahatchie facility during the first quarter of 2025. We also manage the fully occupied company-owned Crossroads Correctional Center in Shelby, Montana for the state of Montana pursuant to a separate management contract.

Further, in December 2021, the state of Arizona awarded us a contract for up to 2,706 inmates at our 3,060-bed La Palma Correctional Center in Arizona, which commenced in April 2022. We are not aware of a larger prison contract awarded to the private sector by any state in over a decade. In August 2022, we completed the sale of the 1,978-bed McRae Correctional Facility to the Georgia Building Authority in order to update its aged and inefficient public sector correctional infrastructure. Competing budget priorities often impede our customers' ability to construct new prison beds of their own or update their older facilities, which we believe could result in further demand for private sector prison capacity solutions in the long-term.

We believe that we can further develop our business by, among other things:

- Maintaining and expanding our existing customer relationships and filling existing capacity within our facilities, while maintaining an adequate inventory of available capacity that we believe provides us with flexibility and a competitive advantage when bidding for new management contracts;
- Enhancing the terms of our existing contracts and expanding the services we provide under those contracts;
- Pursuing additional opportunities to lease our facilities to government and other third-party operators in need of correctional, detention, and residential reentry capacity;
- Pursuing mission-critical real estate solutions for government agencies focused on corrections and detention real estate assets;
- Pursuing other asset acquisitions and business combinations through transactions with non-government third parties;
- Maintaining and expanding our focus on community corrections and reentry programming that align with the needs of our government partners;

- Exploring potential opportunities to expand the scope of non-residential correctional alternative solutions we provide to government agencies; and
- Establishing relationships with new customers that have either previously not outsourced their correctional facility management needs or have utilized other private enterprises.

We generally receive inquiries from or on behalf of government agencies that are considering outsourcing the ownership and/or management of certain facilities or that have already decided to contract with a private enterprise. When we receive such an inquiry, we determine whether there is an existing need for our correctional, detention, and residential reentry facilities and/or services and whether the legal and political climate in which the inquiring party operates is conducive to serious consideration of outsourcing. Based on these findings, an initial cost analysis is conducted to further determine project feasibility.

Frequently, government agencies responsible for correctional, detention, and residential reentry facilities and services procure space and services through solicitations or competitive procurements. As part of our process of responding to such requests, members of our management team meet with the appropriate personnel from the agency making the request to best determine the agency's needs. If the project fits within our strategy, we submit a written response. A typical solicitation or competitive procurement requires bidders to provide detailed information, including, but not limited to, the space and services to be provided by the bidder, its experience and qualifications, and the price at which the bidder is willing to provide the facility and services (which services may include the purchase, renovation, improvement or expansion of an existing facility or the planning, design and construction of a new facility). The requesting agency selects a provider believed to be able to provide the requested bed capacity, if needed, and most qualified to provide the requested services, and then negotiates the price and terms of the contract with that provider.

2024 Accomplishments

In 2024, we renewed several significant contracts and completed numerous other transactions and milestones, including the following:

CoreCivic Safety, Community and Properties:

- Renewed all 36 of our contracts that were up for renewal, although one of our contracts was cancelled prior to its expiration.
- Entered into a new management contract in August 2024 with the state of Montana to care for inmates at our facilities. As of December 31, 2024, we cared for approximately 245 inmates for the state of Montana at our 1,896-bed Saguaro Correctional Facility in Eloy, Arizona, which includes inmates for Montana under a separate contract awarded in November 2023.
- Developed Go Further Discovery, a new resident LMS which offers self-directed digital content in the areas of academics, continuing technical education, career preparation, entrepreneurship, behavior change, reentry, faith-based, inspirational, and self-help. The new LMS includes courses from content partners, as well as content developed internally by CoreCivic.
- Offered the "Escape the Odds Box Truck Program" at our Saguaro Correctional Facility in Arizona and at our Crossroads Correctional Center in Montana. The program trains individuals on how to start and operate a non-CDL, box truck business.
- Implemented several additional programs to help prepare justice-involved individuals for life after release, including offering the Promising People Virtual Reality programs in Electricians Helper, Culinary and other vocational programs at our Cibola County Corrections Facility in New Mexico. Promising People, LLC creates and delivers new learning technologies to develop pre-apprentice learning experiences for trade skills using the latest 3D video and Virtual Reality systems.
- Piloted a First Responder Reboot program for staff at our Trousdale Turner Correctional Center in Tennessee. The program, offered by Reboot Recovery, the same company that offers our reboot program for incarcerated veterans, is a 12-week, faith-based, peer-led course that helps first responders and their families heal from critical incident stress and trauma.

- Partnered with WLRC at our South Raleigh Reentry Center in Raleigh, North Carolina, to help residents gain Culinary, Heavy Machinery Operator, Forklift, and CDL certifications. WLRC is a collaborative of organizations working to help men and women transition back into the community after leaving incarceration.
- Expanded our Medication Assisted Treatment, or MAT, program to include up to 500 individuals at our La Palma Correctional Center who are under the state of Arizona's jurisdiction. MAT is the use of FDA-approved medications in combination with counseling and behavioral therapies, which is effective in the treatment of opioid use disorders and can help people to sustain recovery.
- Initiated Project Vista, the project name at CoreCivic to build, create, and maintain correctional environments and daily routines that mirror the community and free world as much as possible. Evidence shows that a normalized setting, over traditional institutions, better prepare justice-involved individuals returning to society, thereby increasing success across various life areas upon release. Fourteen Project Vista projects were completed during 2024.

Corporate and Other:

- Completed an underwritten registered public offering of $500.0 million aggregate principal amount of 8.25% senior unsecured notes due 2029, or the New 8.25% Senior Notes.
- Tendered and redeemed in full our remaining outstanding 8.25% senior unsecured notes issued in 2021, or the Old 8.25% Senior Notes, amounting to $593.1 million. The notes, with an original principal amount of $675.0 million, were originally scheduled to mature in April 2026.
- Repurchased a total of 4.4 million common shares at a total cost of $68.5 million, or $15.43 per share, under our share repurchase program, increasing the total number of shares repurchased under our share repurchase program to 14.5 million common shares at a total cost of $181.1 million, or $12.47 per share since the program was authorized by our Board of Directors in 2022.

Facility Portfolio

CoreCivic Safety and Community Facilities and Facility Management Contracts

Our correctional, detention, and residential reentry facilities can generally be classified according to the level(s) of security at such facility. Minimum security facilities have open housing within an appropriately designed and patrolled institutional perimeter. Medium security facilities have either cells, rooms or dormitories, a secure perimeter, and some form of external patrol. Maximum security facilities have cells, a secure perimeter, and external patrol. Multi-security facilities have various areas encompassing minimum, medium or maximum security.

Our CoreCivic Safety and Community facilities can also be classified according to their primary function. The primary functional categories are:

- *Correctional Facilities*. Correctional facilities care for and provide contractually agreed upon programs and services primarily to sentenced adult prisoners, typically prisoners on whom a sentence in excess of one year has been imposed.
- *Detention Facilities*. Detention facilities care for and provide contractually agreed upon programs and services to (i) individuals being detained by ICE, (ii) individuals who are awaiting trial who have been charged with violations of federal criminal law (and are therefore in the custody of the USMS) or state criminal law, and (iii) prisoners who have been convicted of crimes and on whom a sentence of one year or less has been imposed. Detention facilities could also include residential facilities which provide space and residential services in an open and safe environment to individuals who have been detained by ICE and are awaiting the outcome of immigration hearings.
- *Community Corrections.* Community corrections/residential reentry facilities offer housing and programs to offenders who are serving the last portion of their sentence or who have been assigned to the facility in lieu of a jail or prison sentence, with a key focus on employment, job readiness, and life skills.

As of December 31, 2024, through our CoreCivic Safety segment, we operated 42 correctional and detention facilities, 38 of which we owned or controlled via a long-term lease, and four of which we managed and were owned by our government partners. Through our CoreCivic Community segment, we also operated 21 residential reentry centers, which we owned or controlled via a long-term lease. The following table includes certain information regarding each facility as of December 31, 2024, including the primary customer contract, contract term and remaining renewal options, if any, related to such facility, or if the facility is available for customer contract (e.g., idled).

Facility Name	Primary Customer	Design Capacity (A)	Security Level	Facility Type (B)	Term	Remaining Renewal Options (C)
CoreCivic Safety Facilities:						
Safety - Owned and Managed:						
Central Arizona Florence Correctional Complex Florence, Arizona	USMS	4,128	Multi	Detention	Sep-28	—
Eloy Detention Center Eloy, Arizona	ICE	1,500	Medium	Detention	Jun-28	Indefinite
La Palma Correctional Center Eloy, Arizona	State of Arizona	3,060	Multi	Correctional	Apr-27	(1) 5 year
Red Rock Correctional Center (D) Eloy, Arizona	State of Arizona	2,024	Medium	Correctional	Jul-26	(2) 5 year
Saguaro Correctional Facility Eloy, Arizona	State of Hawaii	1,896	Multi	Correctional	Jul-25	(1) 1 year
Leo Chesney Correctional Center (E) Live Oak, California	Idled 2015	240	—	—	—	—
Otay Mesa Detention Center San Diego, California	ICE	1,994	Minimum/ Medium	Detention	Dec-29	(1) 5 year
Bent County Correctional Facility Las Animas, Colorado	State of Colorado	1,420	Medium	Correctional	Jun-25	(1) 1 year
Crowley County Correctional Facility Olney Springs, Colorado	State of Colorado	1,794	Medium	Correctional	Jun-25	(1) 1 year
Huerfano County Correctional Center Walsenburg, Colorado	Idled 2010	752	Medium	Correctional	—	—
Kit Carson Correctional Center Burlington, Colorado	Idled 2016	1,488	Medium	Correctional	—	—
Coffee Correctional Facility (F) Nicholls, Georgia	State of Georgia	2,312	Medium	Correctional	Jun-25	(9) 1 year
Jenkins Correctional Center (F) Millen, Georgia	State of Georgia	1,124	Medium	Correctional	Jun-25	(10) 1 year
Stewart Detention Center Lumpkin, Georgia	ICE	1,752	Medium	Detention	Indefinite	—
Wheeler Correctional Facility (F) Alamo, Georgia	State of Georgia	2,312	Medium	Correctional	Jun-25	(9) 1 year
Midwest Regional Reception Center Leavenworth, Kansas	Idled 2021	1,033	Multi	Detention	—	—

Facility Name	Primary Customer	Design Capacity (A)	Security Level	Facility Type (B)	Term	Remaining Renewal Options (C)
Lee Adjustment Center Beattyville, Kentucky	Commonwealth of Kentucky	816	Multi	Correctional	Jun-25	(3) 2 year
Marion Adjustment Center St. Mary, Kentucky	Idled 2013	826	Minimum/ Medium	Correctional	—	—
Prairie Correctional Facility Appleton, Minnesota	Idled 2010	1,600	Medium	Correctional	—	—
Adams County Correctional Center Adams County, Mississippi	ICE	2,232	Medium	Detention	Feb-25	Indefinite
Tallahatchie County Correctional Facility (G) Tutwiler, Mississippi	USMS	2,672	Multi	Correctional	Jun-26	Indefinite
Crossroads Correctional Center (H) Shelby, Montana	State of Montana	664	Multi	Correctional	Jun-25	(2) 2 year
Nevada Southern Detention Center Pahrump, Nevada	USMS	1,072	Medium	Detention	Oct-25	(1) 5 year
Elizabeth Detention Center Elizabeth, New Jersey	ICE	300	Minimum	Detention	Feb-25	—
Cibola County Corrections Center Milan, New Mexico	USMS	1,129	Medium	Detention	Indefinite	—
Torrance County Detention Facility Estancia, New Mexico	ICE	910	Multi	Detention	Mar-25	Indefinite
Lake Erie Correctional Institution (I) Conneaut, Ohio	State of Ohio	1,798	Medium	Correctional	Jun-32	Indefinite
Northeast Ohio Correctional Center Youngstown, Ohio	USMS	2,016	Medium	Correctional	May-27	Indefinite
Cimarron Correctional Facility Cushing, Oklahoma	USMS	1,600	Multi	Detention	Sep-25	Indefinite
Diamondback Correctional Facility Watonga, Oklahoma	Idled 2010	2,160	Multi	Correctional	—	—
Trousdale Turner Correctional Center Hartsville, Tennessee	State of Tennessee	2,552	Multi	Correctional	Jun-26	—
West Tennessee Detention Facility Mason, Tennessee	Idled 2021	600	Multi	Detention	—	—
Whiteville Correctional Facility (J) Whiteville, Tennessee	State of Tennessee	1,536	Medium	Correctional	Jun-26	—

Facility Name	Primary Customer	Design Capacity (A)	Security Level	Facility Type (B)	Term	Remaining Renewal Options (C)
Eden Detention Center Eden, Texas	USMS	1,422	Medium	Detention	Indefinite	—
Houston Processing Center Houston, Texas	ICE	1,000	Medium	Detention	Aug-25	(5) 1 year
Laredo Processing Center Laredo, Texas	ICE	258	Minimum/ Medium	Detention	Mar-25	Indefinite
T. Don Hutto Residential Center Taylor, Texas	ICE	512	Medium	Detention	Jul-25	(5) 1 year
Webb County Detention Center Laredo, Texas	ICE	480	Medium	Detention	Feb-29	Indefinite
Safety - Managed Only:						
Citrus County Detention Facility Lecanto, Florida	Citrus County, FL	760	Multi	Detention	Sep-30	(2) 5 year
Lake City Correctional Facility Lake City, Florida	State of Florida	893	Medium	Correctional	Jun-26	Indefinite
Hardeman County Correctional Facility Whiteville, Tennessee	State of Tennessee	2,016	Medium	Correctional	Jun-29	—
South Central Correctional Center Clifton, Tennessee	State of Tennessee	1,676	Medium	Correctional	Jun-25	—
Total design capacity for CoreCivic Safety Facilities		62,329				

Facility Name	Primary Customer	Design Capacity (A)	Security Level	Facility Type (B)	Term	Remaining Renewal Options (C)
CoreCivic Community Facilities:						
CAI Boston Avenue San Diego, California	State of California	120	—	Community Corrections	Jun-33	—
CAI Ocean View San Diego, California	BOP	483	—	Community Corrections	Aug-25	(1) 1 year
Adams Transitional Center Denver, Colorado	Adams County	102	—	Community Corrections	Jun-25	Indefinite
Arapahoe Community Treatment Center Englewood, Colorado	Arapahoe County	135	—	Community Corrections	Jun-25	—
Centennial Community Transition Center Englewood, Colorado	Arapahoe County	107	—	Community Corrections	Jun-25	—
Columbine Facility Denver, Colorado	Idled 2020	60	—	Community Corrections	—	—
Commerce Transitional Center Commerce City, Colorado	Adams County	136	—	Community Corrections	Jun-25	Indefinite
Longmont Community Treatment Center Longmont, Colorado	Boulder County	69	—	Community Corrections	Jun-25	—
South Raleigh Reentry Center Raleigh, North Carolina	BOP	60	—	Community Corrections	Sep-25	(2) 1 year
Oklahoma Reentry Opportunity Center Oklahoma City, Oklahoma	BOP	494	—	Community Corrections	Jan-26	—
Turley Residential Center Tulsa, Oklahoma	BOP	289	—	Community Corrections	Jan-26	—
Austin Residential Reentry Center Del Valle, Texas	BOP	116	—	Community Corrections	Feb-26	(4) 1 year
Austin Transitional Center Del Valle, Texas	State of Texas	460	—	Community Corrections	Aug-25	(3) 1 year
Corpus Christi Transitional Center Corpus Christi, Texas	State of Texas	160	—	Community Corrections	Aug-25	(1) 2 year
Dallas Transitional Center Hutchins, Texas	State of Texas	300	—	Community Corrections	Aug-25	(3) 1 year
El Paso Multi-Use Facility El Paso, Texas	State of Texas	360	—	Community Corrections	Aug-25	(3) 1 year

Facility Name	Primary Customer	Design Capacity (A)	Security Level	Facility Type (B)	Term	Remaining Renewal Options (C)
El Paso Transitional Center El Paso, Texas	State of Texas	224	—	Community Corrections	Aug-25	(3) 1 year
Fort Worth Transitional Center Fort Worth, Texas	State of Texas	248	—	Community Corrections	Aug-25	(3) 1 year
Ghent Residential Reentry Center Norfolk, Virginia	BOP	36	—	Community Corrections	Aug-25	(2) 1 year
James River Residential Reentry Center Newport News, Virginia	BOP	84	—	Community Corrections	Aug-25	(2) 1 year
Cheyenne Transitional Center Cheyenne, Wyoming	State of Wyoming	116	—	Community Corrections	Jun-26	(2) 2 year
Total design capacity for CoreCivic Community Facilities		4,159				

(A) Design capacity measures the number of beds, and accordingly, the number of offenders each facility is designed to accommodate. Facilities housing detainees on a short-term basis may exceed the original intended design capacity due to the lower level of services required by detainees in custody for a brief period. From time to time, we may evaluate the design capacity of our facilities based on the customers using the facilities, and the ability to reconfigure space with minimal capital outlays.

(B) We manage numerous facilities that have more than a single function (i.e., housing both long-term sentenced adult prisoners and pre-trial detainees). The primary functional categories into which facility types are identified were determined by the relative size of offender populations in a particular facility on December 31, 2024. If, for example, a 1,000-bed facility cared for 900 adult offenders with sentences in excess of one year and 100 pre-trial detainees, the primary functional category to which it would be assigned would be that of correctional facilities and not detention facilities. It should be understood that the primary functional category to which multi-user facilities are assigned may change from time to time.

(C) Remaining renewal options represents the number of renewal options, if applicable, and the remaining term of each option renewal. Our government partners can generally terminate our management contracts for non-appropriation of funds or for convenience.

(D) Pursuant to the terms of a contract awarded by the state of Arizona in September 2012, the state of Arizona has an option to purchase the Red Rock facility at any time during the term of the contract, including extension options, based on an amortization schedule starting with the fair market value and decreasing evenly to zero over the 20-year term of the contract.

(E) This facility is currently being marketed for sale or lease to a third party but could be operated in the future after certain occupancy certificates are obtained.

(F) These facilities are subject to purchase options held by the GDOC, which grants the GDOC the right to purchase the facility for the lesser of the facility's depreciated book value, as defined, or fair market value at any time during the term of the contract between the GDOC and us.

(G) The facility is subject to a purchase option held by the Tallahatchie County Correctional Authority that grants Tallahatchie County Correctional Authority the right to purchase the facility at any time during the contract at a price generally equal to the cost of the premises less an allowance for amortization that originally occurred over a 20-year period. The amortization period was extended through 2050 in connection with an expansion completed during the fourth quarter of 2007.

(H) The state of Montana has an option to purchase the facility generally at any time during the term of the contract with us at fair market value.

(I) The state of Ohio has the irrevocable right to repurchase the facility before we may resell the facility to a third party, or if we become insolvent or are unable to meet our obligations under the management contract with the state of Ohio, at a price generally equal to the fair market value.

(J) The state of Tennessee has the option to purchase the facility in the event of our bankruptcy, or upon an operational or financial breach under the management agreement, at a price equal to the book value, as determined under such agreement.

CoreCivic Properties

Through our CoreCivic Properties segment, we owned 6 correctional facilities held for lease to third-party operators. The following table includes certain information regarding each property.

Property Name	Primary Customer	Design Capacity	Square Footage	Lease Expiration	Remaining Renewal Options (A)
California City Correctional Center California City, California	Idled 2024	2,560	522,000	—	—
Lansing Correctional Facility Lansing, Kansas	State of Kansas	2,432	401,000	Jan-40	NA
Southeast Correctional Complex (B) Wheelwright, Kentucky	Commonwealth of Kentucky	656	127,000	Jun-30	(5) 2 year
Northwest New Mexico Correctional Center Grants, New Mexico	State of New Mexico	596	188,000	Oct-27	(5) 3 year
Allen Gamble Correctional Center Holdenville, Oklahoma	State of Oklahoma	1,670	289,000	Jun-29	Indefinite
North Fork Correctional Facility Sayre, Oklahoma	Idled 2023	2,400	466,000	—	—
		10,314	1,993,000		

(A) Remaining renewal options represents the number of renewal options, if applicable, and the term of each option renewal.

(B) The Kentucky Department of Corrections, or KYDOC, has an option to purchase the facility at any time during the term of the lease with us at a price equal to the fair market value of the property.

Competitive Strengths

Through our three segments, CoreCivic Safety, CoreCivic Community, and CoreCivic Properties, we offer multiple solutions to unique challenges, allowing government organizations to address their various needs while customizing the solution based on their unique circumstances. Accordingly, we believe that we benefit from the following competitive strengths:

Largest Private Owner of Correctional and Detention Facilities. As of December 31, 2024, we owned, or controlled via a long-term lease, approximately 14.0 million square feet of real estate, all available to be used directly or indirectly by government agencies. Our complementary set of business assets provide critical infrastructure and services under contracts with federal, state, and local government agencies that generally have credit ratings of single-A or better, which also contributes to our steady, predictable cash flows.

In our CoreCivic Safety segment, we own, or control via a long-term lease, 11.5 million square feet of real estate used to provide innovative, comprehensive, flexible, turn-key correctional and detention services to federal, state and local government agencies. As of December 31, 2024, our CoreCivic Safety segment operated 42 facilities, 38 of which we owned or controlled via a long-term lease, with a total design capacity of 62,329 beds, making us the nation's largest private prison owner and one of the largest prison operators in the United States. Seven facilities in our Safety segment, containing 8,459 beds, are currently idle and available for growth opportunities. Our CoreCivic Safety segment generated 91.1% of our total segment net operating income during 2024.

In our CoreCivic Community segment, we own, or control via a long-term lease, 0.5 million square feet of real estate representing, as of December 31, 2024, 21 residential reentry centers with a design capacity of 4,159 beds, making us the second largest community corrections owner and operator in the United States. One of our residential reentry centers, containing 60 beds, was idle as of December 31, 2024. Our CoreCivic Community segment generated 4.6% of our total segment net operating income during 2024.

In our CoreCivic Properties segment, as of December 31, 2024, we owned 2.0 million square feet of correctional real estate representing 6 properties with a total design capacity of 10,314 beds. Two facilities in our Properties segment, containing 4,960 beds, are currently idle and available for growth opportunities. Our CoreCivic Properties segment generated 4.3% of our total segment net operating income during 2024.

We believe our synergistic set of business segments, combined with our operating strategies, corrections-industry commitment to rehabilitation, extensive government relationships, and deep real estate expertise, provide us with a diversified platform for stable cash flows and sustainable growth, with multiple paths for organic expansions and acquisitions.

Pioneered Modern-Day Private Prisons. Through our CoreCivic Safety segment, we are the nation's largest private prison owner and one of the largest prison operators in the United States, which provides us significant credibility with our current and prospective clients. We believe we own, or control via a long-term lease, approximately 55% of all privately owned prison beds in the United States and manage approximately 39% of all privately managed prison beds in the United States. We pioneered modern-day private prisons with a list of notable accomplishments, such as:

- the first company to design, build, and operate a private prison;
- the first company to manage a private maximum-security facility under a direct contract with the federal government;
- the first company to purchase a government-owned correctional facility from a government agency in the United States and to manage the facility for the government agency;
- the first company to lease a private prison to a state government; and
- the first company to develop a privately-owned, build-to-suit correctional facility to be operated by a government agency through a long-term lease agreement.

In addition to providing us with extensive experience and institutional knowledge, our size also helps us deliver value to our customers by providing purchasing power and allowing us to achieve certain economies of scale.

Available Beds within Our Existing Facilities. We currently have 13,419 beds at nine correctional and detention facilities that are vacant and immediately available to use. We are actively engaged in marketing this available capacity as solutions to meet the needs of potential customers. Historically, we have been successful in identifying opportunities to utilize our inventory of available beds. Occupancy rates at our facilities were negatively impacted by COVID-19, and we have been focused on filling available capacity within our existing facilities. As available capacity within existing operating facilities is utilized, we believe increasing demand will result in the utilization of idle bed capacity.

With occupancy of 86% in 2024 in our Safety and Community segments excluding our idle facilities, we also have the capacity to grow earnings and cash flows within existing operating facilities and without the need to deploy significant capital. We currently expect demand from the federal government for our correctional and detention facilities to increase under the new presidential administration, particularly from ICE, as a result of anticipated changes in immigration policy and funding levels of our federal government partners charged with correctional and detention responsibilities. This anticipated increase in demand could result in higher utilization of our available capacity under existing contracts, as well as through new contracts utilizing our idle correctional and detention facilities or our other existing capacity. However, we can provide no assurance that the federal government will increase the utilization of our available capacity. We also believe the scarcity in supply of available public sector beds, increases in the cost of constructing new facilities, and challenges in financing new correctional facilities in the public sector will result in an increase in the value of our portfolio and the utilization of our idle bed capacity over the long-term.

Our available bed capacity can also be used for emergent or growing needs from state and county government agencies, and for government agencies that are struggling to adequately staff public sector facilities. As a private enterprise, we believe we have the ability to respond more quickly to changing market conditions, and can offer various types of incentives to attract and retain correctional staff that are more difficult for government agencies to provide. For example, on September 25, 2023, we announced that we signed a management contract with Hinds County, Mississippi to care for up to 250 adult male pre-trial detainees at our 2,672-bed Tallahatchie County Correctional Facility in Tutwiler, Mississippi. The initial contract term is for two years, which may be extended for an additional year upon mutual agreement. In addition, on November 16, 2023, we announced that we signed a management contract with the state of Wyoming to care for up to 240 male inmates at the Tallahatchie facility. The term of the contract runs through June 30, 2026. Also on November 16, 2023, we announced that we signed a contract with Harris County, Texas, to care for up to 360 male inmates at the Tallahatchie facility. Upon mutual agreement, Harris County may access an additional 360 beds at the facility. The initial contract term began on December 1, 2023, and was recently renewed for an additional one-year term, which commenced December 1, 2024. Following the recent renewal, the contract may be extended at Harris County's option for up to three additional one-year terms. In addition to the recent contracts with Hinds County, the state of Wyoming, and Harris County, we currently care for residents from the USMS, the state of Vermont, the U.S. Virgin Islands, and Tallahatchie County at the Tallahatchie facility, which demonstrates the flexible solutions that we provide. On November 14, 2023, we announced that we signed a management contract with the state of Montana to care for up to 120 inmates at our 1,896-bed Saguaro Correctional Facility in Eloy, Arizona. The contract is scheduled to expire on October 31, 2025, and may be extended by mutual agreement for a total term of up to seven years. In addition, on August 1, 2024, we entered into a second management contract with the state of Montana to care for an unspecified number of inmates at facilities we operate. The second contract is scheduled to expire on July 31, 2026, and may be extended by mutual agreement for a total term of up to seven years. As of December 31, 2024, we cared for approximately 245 inmates from the state of Montana at our Saguaro facility. We also care for residents from the state of Hawaii and the state of Idaho at the Saguaro facility. On January 16, 2025, we announced that we were awarded a new management contract with the state of Montana to care for additional inmates outside the state of Montana, with 240 inmates expected to arrive at our Tallahatchie facility during the first quarter of 2025. We also manage the fully occupied company-owned Crossroads Correctional Center in Shelby, Montana for the state of Montana pursuant to a separate management contract.

Well-Established Community Corrections Platform. Through our CoreCivic Community segment, as of December 31, 2024, we had a network of 21 residential reentry centers containing a total of 4,159 beds. We offer housing and programs, with a key focus on employment, job readiness and life skills in order to help offenders successfully re-enter the community and reduce the risk of recidivism. We also provide non-residential correctional alternatives, including electronic monitoring and case management services, to municipal, county and state governments in multiple states. We expect to continue to pursue opportunities that expand the scope of non-residential correctional alternative solutions available to government agencies.

We are the second largest community corrections owner and operator in the United States. We believe the demand for the housing and programs that community corrections facilities offer will grow as offenders are released from prison and due to an increased awareness of the important role these programs play in an offender's successful transition from prison to society. We expect to continue to pursue opportunities to provide these services to parolees, defendants, and offenders who are serving their full sentence, the last portion of their sentence, waiting to be sentenced, awaiting trial while supervised in a community environment, or as an alternative to incarceration. We believe we have the opportunity to maximize utilization of available beds within our community corrections portfolio that would further increase the number of individuals benefiting from the services we provide in such facilities. Further, we are exploring potential opportunities to expand the scope of non-residential correctional alternative solutions we provide to government agencies.

Flexible Real Estate Solutions. Through our CoreCivic Properties segment, as of December 31, 2024, we owned 6 correctional properties totaling 2.0 million square feet. We have an extensive network of government and other third-party relationships and the capability to manage and maintain complex properties, built over our more than 40-year history. In addition, we offer our customers an attractive portfolio of correctional, detention, and reentry facilities that can be leased for various needs as an alternative to providing "turn-key" correctional, detention, and residential reentry bed space and services to our government partners. In June 2023, we announced that we had entered into a lease agreement with the Oklahoma Department of Corrections, or ODC, for our 1,670-bed Allen Gamble Correctional Center. The lease agreement includes a base term that commenced on October 1, 2023, with a scheduled expiration date of June 30, 2029, and unlimited two-year renewal options. We previously operated the Allen Gamble facility in our Safety segment under a management contract with the ODC. The management contract was scheduled to expire on June 30, 2023. However, effective July 1, 2023, we entered into a 90-day contract extension for the management contract, after which time, operations of the Allen Gamble facility transferred from us to the ODC in accordance with the new lease agreement. In September 2021, we announced that we had entered into a three-year lease agreement with the state of New Mexico at our 596-bed Northwest New Mexico Correctional Center, which was recently extended under an option period for another three-year term. We previously operated the Northwest New Mexico facility in our Safety segment under a contract with the state of New Mexico. The lease agreement commenced on November 1, 2021 and includes extension options that could extend the term of the lease through October 31, 2041. We will retain responsibility for facility maintenance throughout the term of the lease. The leases of these two facilities, along with the lease of our 656-bed Southeast Correctional Complex to the KYDOC originating in 2019 demonstrate our ability to react quickly to our partners' needs with innovative, flexible and cost-effective solutions. We previously operated these three correctional facilities for various government partners. We intend to pursue additional opportunities to lease prison facilities to government and other third-party operators in need of correctional capacity.

With the extensively aged criminal justice infrastructure in the U.S. today, we also believe we can provide our "turn-key" services to public correctional systems in need of replacement capacity, growing our business without an overall increase in incarcerated populations. In December 2021, we were awarded a management contract from the state of Arizona for up to 2,706 inmates at our 3,060-bed La Palma Correctional Center in Arizona. The state of Arizona closed an outdated public-sector prison and transferred the inmate populations from this prison and multiple other public-sector prisons to our La Palma facility. The transfer commenced in April 2022 and was substantially completed in the fourth quarter of 2022. Before the new award, the La Palma facility supported the mission of ICE by caring for approximately 1,800 detainees. We also offer real estate only solutions to government agencies that need correctional capacity where they prefer to perform the operations, similar to our Allen Gamble Correctional Center in Oklahoma, as previously described herein. In addition, in August 2022, we completed the sale of the 1,978-bed McRae Correctional Facility to the Georgia Building Authority in order to update its aged and inefficient public sector correctional infrastructure.

Attractive Real Estate Portfolio. As of December 31, 2024, the properties we owned or controlled via a long-term lease represented 94% of our portfolio of 69 facilities. The weighted average age of the facilities we own in the portfolio of facilities in our CoreCivic Safety, CoreCivic Community, and CoreCivic Properties segments is 26, 31, and 24 years, respectively. These valuable assets are located in areas with high barriers to entry, particularly due to the unique permitting and zoning requirements for these facilities. Further, the majority of our assets are constructed primarily of concrete and steel, generally requiring lower maintenance capital expenditures than other types of commercial properties.

We believe we are the largest developer of mission-critical, criminal justice center real estate projects over the past 15 years. We provide space and services under contracts with federal, state, and local government agencies that generally have credit ratings of single-A or better. In addition, a majority of our contracts have terms between one and five years, and we have experienced customer retention of approximately 96% at facilities we owned or controlled via a long-term lease during the previous five years, which contributes to our relatively predictable and stable revenue base. This stream of revenue combined with our low maintenance capital expenditure requirement translates into steady, predictable cash flow.

Development, Expansion, and Acquisition Opportunities. Several of our existing government partners, as well as prospective government partners, have been experiencing growth in offender populations and overcrowded conditions. Governments are continuing to assess their need for correctional space, and several are continuing to consider alternative correctional capacity for their aged or inefficient infrastructure, or are seeking cost savings by utilizing the private sector, which could result in increased future demand for the solutions we provide. Competing budget priorities often impede our customers' ability to construct new prison beds of their own or update their older facilities, which we believe could result in further demand for private sector prison capacity solutions in the long-term. Over the long-term, we would like to see meaningful utilization of our available capacity and better visibility from our customers into their potential future needs before we develop new prison capacity on a speculative basis. We will, however, respond to customer demand and may develop, expand, or acquire correctional and detention facilities when we believe potential long-term returns justify the capital deployment. With the extensively aged criminal justice infrastructure in the U.S. today, we also believe we can bring real estate solutions to government agencies like we did in connection with the construction of the Lansing Correctional Facility that was brought online in January 2020.

Increasing Financial Flexibility. Effective January 1, 2021, we revoked our election to be taxed as a real estate investment trust, or REIT. We believe this conversion in corporate tax structure improves our overall credit profile, as we are able to allocate our free cash flow toward the repayment of debt, which may include the purchase of our outstanding debt in open market transactions, privately negotiated transactions or otherwise, and to exercise more discretion in returning capital to our shareholders, which could include share repurchases and/or future dividends. Any future dividend is subject to our Board of Directors', or BODs', determinations as to the amount of distributions and the timing thereof, as well as limitations under the Company's debt covenants. Any such debt repurchases will depend upon prevailing market conditions, our liquidity requirements, contractual requirements, applicable securities laws requirements, and other factors. We were not able to implement a meaningful share repurchase program under the REIT structure without increasing our debt because a substantial portion of our free cash flow was required to satisfy the distribution requirements under the REIT structure. Upon achieving targeted debt reduction levels, we began allocating a substantial portion of our free cash flow to returning capital to our shareholders through share repurchases. During 2022, the BOD approved a share repurchase program to purchase up to $225.0 million of our common stock. On May 16, 2024, the BOD authorized an increase to the share repurchase program to which we may purchase up to an additional $125.0 million in shares of our outstanding common stock, increasing the total aggregate authorization to up to $350.0 million. Repurchases of our outstanding common stock are made in accordance with applicable securities laws and may be made at our discretion based on parameters set by our BOD from time to time in the open market, through privately negotiated transactions, or otherwise. The share repurchase program has no time limit and does not obligate us to purchase any particular amount of our common stock. The authorization for the share repurchase program may be terminated, suspended, increased or decreased by the BOD in its discretion at any time. Through December 31, 2024, we completed the repurchase of 14.5 million shares of our common stock at a total cost of $181.1 million, excluding costs associated with the share repurchase program, or $12.47 per share, using cash on hand and cash provided by operations, including 4.4 million shares repurchased during 2024 at a total cost of $68.5 million, excluding costs associated with the share repurchase program, or $15.43 per share. As of December 31, 2024, we had $168.9 million of repurchase authorization available under the share repurchase program. For more information about the repurchases made under our share repurchase program, see "*Part II, Item 5. Market For*

Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities – Issuer Purchases of Equity Securities."

As of December 31, 2024, we had cash on hand of $107.5 million and $257.0 million available under our revolving credit facility, which has borrowing capacity of up to $275.0 million. Our total weighted average effective interest rate on all outstanding debt was 7.3%, while our total weighted average maturity on all outstanding debt was 5.4 years. For the year ended December 31, 2024, our fixed charge coverage ratio was 4.2x and our debt leverage ratio was 2.3x. During the year ended December 31, 2024, we generated $269.2 million in cash through operating activities.

Offer Compelling Value to Correctional Agencies. We believe our government partners seek a compelling value and service offering when selecting an outsourced correctional services provider. We believe we offer a cost-effective alternative to our government partners by reducing their correctional services costs, including the avoidance of long-term pension obligations and large capital investments in new bed capacity. We endeavor to improve operating performance and efficiency through the following key operating initiatives: (1) standardizing supply and service purchasing practices and usage; (2) implementing a standard approach to staffing and business practices; (3) improving offender management, resource consumption, and reporting procedures through the utilization of numerous technological initiatives; (4) reconfiguring facility bed space to optimize capacity utilization; and (5) improving outcomes for incarcerated individuals in our care through investments in a variety of programs intended to reduce recidivism. Through ongoing company-wide initiatives, we continue to focus on efforts to improve operating efficiencies.

Since 2017, we have maintained a nationwide initiative to advocate for a range of government policies that will help former offenders successfully reenter society and stay out of prison. In 2020, we announced that we will publicly advocate at the federal and state levels for a slate of new policies that will help people succeed in their communities after being released from prison. Specifically, we pledged our support for Pell Grant Restoration, Voting Rights Restoration and Licensure Reform Policies. Also in 2020, we began a partnership with, and continue to invest in, Prison Fellowship, a leading advocate for criminal justice reform serving current and formerly incarcerated individuals and their family members. Through a network of programming and advocacy efforts, the organization seeks to effect positive change at every level of the criminal justice system. We have committed to a multi-year partnership in Prison Fellowship's First Chance Network, or FCN. Serving over 250,000 children annually, the FCN addresses persistent gaps in opportunity for children who have incarcerated parents and seeks to create a trajectory toward healthy life outcomes and prevent youth justice involvement.

Supporting policies that advance the expansion of reentry programs aligns closely with our ongoing efforts to assess and expand reentry-focused programming in our facilities. To that end, we actively engage subject matter experts and practitioners, including formerly incarcerated individuals who bring valuable, lived experiences that better inform innovations and enhancements to those programmatic offerings and the delivery of other services to the individuals entrusted to our care.

We believe that as successful as we may be with our work inside our facilities, incarcerated individuals still face embedded societal barriers and collateral consequences when they return to their communities. Supporting recidivism-reducing policies is one way we can bridge the gap and give the men and women entrusted in our care a better opportunity at never returning to prison.

Through our strong commitment to community corrections and reentry programs, we offer our government partners additional long-term value. Our evidence-based reentry programs, including academic education, vocational training, substance abuse treatment, life skills training, and faith-based programming, are customizable based on partner needs and are applied utilizing best practices and/or industry standards. Our proprietary reentry process and cognitive/behavioral curriculum, "Go Further," promotes a comprehensive approach to addressing the barriers to a successful return to society. Through our efforts in community corrections and reentry programs, we can provide consistency and common standards across facilities. We can also serve multiple levels of government on an as-needed basis, all toward reaching the goal we share with our government partners of providing incarcerated individuals with the opportunity to succeed when they are released, making our communities safer, and, ultimately, reducing recidivism.

We also offer a wide variety of specialized services that address the unique needs of various segments of the offender population. Because the offenders in the facilities we operate differ with respect to security levels, ages, genders, and cultures, we focus on the particular needs of an offender population and tailor our services based on local conditions and our ability to provide services on a cost-effective basis.

We believe our government partners and other agencies in the criminal justice sector also seek a compelling value and service offering when pursuing solutions to their unique real estate needs. We believe our track record of constructing quality assets on time and within budget, our design and construction methods, unique financing alternatives, and our expertise and experience enable us to provide a compelling value proposition for the construction of mission-critical government real estate assets. We also offer utility management services using environmentally-friendly, state-of-the-art technology and believe our robust preventive maintenance program included in our service offering significantly reduces the risk of real estate neglect.

Proven Senior Management Team. Our senior management team has applied their prior experience and diverse industry expertise to improve our operations, related financial results, and capital structure. Under our senior management team's leadership, we have successfully executed strategies to diversify our business and offer a broader range of solutions to government partners, created new business opportunities with customers that have not previously utilized the private corrections sector, completed several business combination transactions and corporate structure changes adapting to dynamic environments, and successfully completed numerous financing transactions.

ESG Reporting. In April 2024, we issued our sixth Environmental, Social and Governance, or ESG, report, which summarizes efforts and aspirational goals across environmental, social, and governance topics. The report covers the year ended December 31, 2023, and addresses topics such as evidence-based practices in our reentry programs and human rights-related activities, including delivery of human rights training to all of our employees. The report also summarizes our management approach and activities in topics including energy/utilities management; organizational culture; lobbying and political activity; supplier diversity; charitable giving; PREA compliance; ethics; and employee compensation, benefits and training.

The ESG report was designed to be in accordance with the Global Reporting Initiative, or GRI, standards: Core option issued by the Global Sustainability Standards Board. GRI is an international independent standards organization created to help business, government and other organizations understand and communicate how their operations affect stakeholders.

The ESG report may be accessed on our website at www.corecivic.com/esg. The information included in the ESG report is not incorporated by reference into this Annual Report.

Human Capital

In order to fulfill our mission of providing high quality, compassionate treatment to all those in our care, we strive to attract, develop, and retain a workforce of individuals who are driven by a deep sense of service, high standards of professionalism, and a responsibility to help government partners better the public good. The following information outlines the human capital strategies and initiatives designed to address the twin challenges of turnover and retention.

Leadership, Learning and Continuous Improvement

We facilitate annual performance and career development discussions with all employees. These discussions consist of a continuous cycle of goal alignment, individual development planning, and performance and talent reviews. In 2024, 99% of all eligible employees completed annual performance reviews. We continue to use a leading cloud-based talent system to align performance, talent management, career development activities, and training.

In addition, every year we facilitate talent review discussions to help assess potential and identify developmental opportunities within our leadership pipeline. Through these discussions, we continue to see opportunities for advancement for our existing workforce. Our 2024 talent reviews included all leaders in our facilities, from facility department heads through wardens, plus headquarters-based managers and above. Of the 1,323 leaders assessed, 18% were identified for accelerated development, with 8% classified as "ready now" for advanced leadership responsibilities. Specific development activities were identified for these leaders to support their growth and prepare them for more complex roles and assignments.

In 2024, we continued our focus on our leadership candidate pipeline and leader development needs. The CoreCivic Leadership Experiences and Rotations program, or CLEAR, continues to yield positive results as a development mechanism for top talent. CLEAR is a two-year rotational development program designed to provide individuals identified during our talent management discussions with accelerated development opportunities through multiple, short-term experiences. The breadth of roles can vary across different career paths and are intended to develop the rising leader's readiness for targeted roles with higher levels of responsibility and complexity following successful completion of the program. In 2024, our second cohort of CLEAR participants completed the first year of their two-year rotation. Upon successful completion of year two, these CLEAR participants will be eligible to be placed in facility leadership roles. In 2024, we also commenced our third and largest CLEAR cohort to date.

We recognize the importance of investing in our people. Our management approach to training and development is overseen by our Managing Director, Enterprise Learning and Development, and is implemented by leaders at our headquarters as well as a network of learning and development managers across our facilities. Our training activity and records are managed according to our learning and development policy, and our BOD receives periodic updates on the delivery of strategic training programs.

All CoreCivic employees are eligible to participate in various leadership and operational trainings. For example, through CoreCivic University, our employees can refine their current skills as well as learn new, valuable skills. To date, we have graduated 5,341 employees from CoreCivic University programs. In recognition of the role frontline leaders play in leading and managing our frontline employees and the impact they have on retention, in 2024 we formally expanded CoreCivic University to include a dedicated frontline leader program focused on operational leadership and management. In 2024, 397 operations frontline leaders graduated from the program. For new and existing employees alike, we provide training that meets or exceeds ACA and government partner standards, including an average of 200 hours of pre-service and on-the-job training for new employees. We also require a minimum of 40 hours of annual in-service and specialty training for employees in our Safety and Community segments.

In collaboration with operational leaders, in 2024 we introduced a continuous improvement team with the objective of enhancing processes in our operations. This team is comprised of cross-functional members from quality assurance, human resources, and operations. During the pilot phase, the continuous improvement team addressed certain operational constraints and reduced risks in certain key areas of operations. The continuous improvement team's efforts have led to operational improvements, contributing to its formalization into a permanent team.

People and Organizational Culture

People are at the center of what we do. We believe having a strategy to further the development of our people and organizational culture improves the quality of our operations and increases employee engagement and satisfaction. We believe a culture of dignity, respect and belonging is necessary for our mission. We celebrate the diversity of work and life experiences our employees bring to CoreCivic and recognize that fostering an empowered, team-oriented culture is integral to our performance as an organization and our ability to serve our government partners.

Our Vice President of Human Resources leads our People and Culture strategy. A multi-disciplinary People & Culture Council, or PCC, and our Business Resource Groups, or BRGs, together with support from executive sponsors, informs the further development of our People and Culture strategy. Our company policies are designed to promote a culture of belonging and respect and prohibit harassment. In accordance with federal contract requirements, we maintain affirmative action plans designed to provide equality of opportunity for all common diversity demographics, including but not limited to, qualified minorities, women, persons with disabilities, and covered veterans.

We have an established CoreCivic Culture Vision Statement and Guiding Principles, and we maintain a yearly roadmap of strategic focus areas for culture initiatives recommended by the PCC and each of our BRGs. Our three BRGs, are (1) Military, (2) Multicultural, and (3) Women's. These BRGs are key contributors to activities supporting our People and Culture strategy.

In collaboration with executives and senior leaders, we continued our focus on monitoring the outcomes of our people and culture actions. As a result of our 2023 culture survey, all facility and the Facility Support Center, or FSC, leaders developed and executed action plans in 2024. These plans included activities that specifically addressed areas of opportunity identified in the survey for that facility or department. As of the end of December 2024, 100% of facilities and departments have implemented their plans.

Additionally, we continued to refine governance of our People and Culture strategy with accountability to enterprise executives and the BOD. We also extended our involvement and sponsorship of community organizations that are aligned with our BRGs, including Advancement of Women in Nashville, or AWIN, The Table, and Middle Tennessee State University's Charlie and Hazel Daniels Veterans and Military Family Center, to name a few.

We know that bringing out the best in our people is the greatest way to recruit, retain, and develop our employees. We continually work to foster a welcoming culture where everyone is treated with dignity and respect, contributions are valued, and people are equipped for success.

Hiring and Sustaining our Workforce

We are the largest employer in many of the areas in which our facilities are located. As such, we are committed to supporting and growing the local communities through our hiring and outreach efforts. Our long-term tenure in many of the communities we serve has provided stable careers and career growth opportunities to workforces in these areas. We provide equal opportunity employment to all candidates and follow the United States Department of Labor Office of Federal Contract Compliance Programs equal employment opportunity guidelines for hiring.

In 2024, we invested approximately $7.2 million in talent attraction efforts to reach prospective candidates, and we received over 94,000 job applications. For the past fourteen consecutive years, CoreCivic has been recognized as a GI Jobs Military Friendly employer. CoreCivic has been notified that we will once again receive awards for Military Friendly Employer, Military Friendly Spouse, Military Friendly Brand, and Military Friendly Supplier Diversity Program in 2025.

Compensation and Benefits

We utilize descriptive and prescriptive Human Capital analytics to align pay with our compensation strategy. We leverage these analytics to act on changing labor market conditions to assist us with our efforts to maintain market competitive wages. In addition, we evaluate internal pay equity though the use of job evaluation and market analyses that we then adjust for tenure, experience, location, performance, and other variables that can affect wages. We have experienced labor shortages and wage pressures in many markets in which we operate. During the third quarter of 2024, we provided wage increases to nearly all of our facility staff not covered by the McNamara-O'Hara Service Contract Act, which is applicable to our facilities with federal contracts, in order to remain competitive. Additionally, throughout the year we made out-of-cycle wage adjustments to maintain market competitiveness. We expect to continue to invest in staffing resources during 2025, which may result in additional compensation and incremental expenses.

We offer multiple medical and wellness benefit plans, dental, vision, and disability income insurance, flexible spending accounts, and life and accidental death and dismemberment insurance. In addition, we provide our employees with paid time off and paid holidays. We also provide retirement benefits to our employees through a 401(k) retirement plan. To be eligible for most benefit plans, employees must be in a full-time position; certain exceptions apply, such as eligibility for the 401(k) retirement plan if the 401(k) retirement plan's service and hour requirements are met or at locations where the McNamara-O'Hara Service Contract Act applies.

Labor Relations

As of December 31, 2024, we employed 11,649 full- and part-time employees, including employees with our transportation and electronic monitoring subsidiaries, TransCor and Recovery Monitoring Solutions Corporation, respectively. Approximately 2,115 of our employees at 13 of our facilities, or approximately 18.2% of our workforce, are represented by labor unions. All of our collective bargaining agreements contain no-strike clauses that bind the unions and the bargaining unit employees. Work stoppages at any of our facilities are exceedingly rare. In the opinion of management, overall employee relations are good. New executive orders, administrative rules and changes in National Labor Relations could increase organizing activity at locations where employees are currently not represented by a labor organization. Increases in organizational activity or any future work stoppages could have an adverse impact on our business, financial condition, or results of operations.

Employee Safety

We are committed to bettering the public good by making our facilities and communities safe for our team members, those under our care, and the public. In 2024, our "Team Safety" program continued initiatives to provide a safe environment and safe working conditions as reflected in our policies and procedures.

Government Regulation

Business Regulations

The industry in which we operate is subject to extensive federal, state, and local regulations, including educational, health care, data privacy and security, transportation, telecommunications, and safety regulations, which are administered by many governmental and regulatory authorities. Some of the regulations are unique to the corrections industry, and some target private, for-profit entities by imposing location requirements, compliance requirements, elevated litigation risk and financial penalties only on private, for-profit correction and detention providers. Facility management contracts typically include specific staffing requirements, reporting requirements, supervision, and on-site monitoring by representatives of the contracting governmental agencies. Corrections and reentry personnel are customarily required to meet certain training standards and, in some instances, facility personnel are required to be licensed and subject to background investigation. Certain jurisdictions also require us to award subcontracts on a competitive basis or to subcontract with certain types of businesses, such as small businesses and businesses owned by members of minority groups. Our facilities are also subject to operational and financial audits by the governmental agencies with which we have contracts. In addition, our technological infrastructure is required by federal agencies to undergo a security compliance audit and provide security logs on a monthly basis. Failure to comply with these regulations and contract requirements can result in material penalties or non-renewal or termination of facility management contracts which could have a material effect on our financial position, results of operations and cash flows, or on our competitive position as a dependable government partner.

Environmental Matters

Under various federal, state, and local environmental laws, ordinances and regulations, a current or previous owner or operator of real property may be liable for the costs of removal or remediation of hazardous or toxic substances on, under, or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. As an owner of real estate assets and as the result of our operation and management of correctional, detention, and residential reentry facilities, we have been, and continue to be, subject to these laws, ordinances, and regulations. Phase I environmental assessments have been obtained on substantially all of the properties we currently own. We are not aware of any environmental matters that are expected to materially affect our financial condition or results of operations; however, if such matters are detected in the future, the costs of complying with environmental laws could have a material effect on our financial position, results of operations and cash flows, or on our competitive position as a dependable government partner.

Privacy and Security Requirements

The Health Insurance Portability and Accountability Act of 1996, as amended and implementing regulations, or HIPAA, require covered entities, which include most health care providers, to protect the privacy and security of individually identifiable health information, known as "protected health information" and establish individual rights related to understanding and controlling how health information is used or disclosed. In the event of breaches of unsecured protected health information, covered entities must notify affected individuals, the U.S. Department of Health and Human Services, or DHHS, and, in certain situations involving large breaches, the media. Additionally, we are subject to complex and evolving U.S. federal and state privacy laws and regulations, including those pertaining to the processing of personal data, such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act and similar laws in Colorado and Virginia.

Healthcare providers are also subject to a growing number of requirements intended to promote the interoperability and exchange of patient health information, including information blocking restrictions that prohibit practices that are likely to interfere with the access, exchange or use of electronic health information, with limited exceptions.

For additional information regarding data privacy and other risks related to our business, see Item 1A. Risk Factors—Risks Related to Our Business and Industry—*The failure to comply with data privacy, security and exchange legal requirements could have a material adverse impact on our business, financial position, results of operations, cash flows and reputation*.

Insurance

We maintain general liability insurance for all the facilities we operate, as well as insurance in amounts we deem adequate to cover property and casualty risks, employee health, workers' compensation, automobile liability, cybersecurity, and directors and officers' liability. In addition, each of our leases with third parties provides that the lessee will maintain insurance on each leased property under the lessee's insurance policies providing for the following coverages: (i) fire, vandalism, and malicious mischief, extended coverage perils, and all physical loss perils; (ii) comprehensive general public liability (including personal injury and property damage); and (iii) workers' compensation. Under each of these leases, we have the right to periodically review our lessees' insurance coverage and provide input with respect thereto.

Each of our management contracts and the statutes of certain states require the maintenance of insurance with some states imposing insurance requirements specific to private corrections and detention providers as a requirement for continued operation. Because we are significantly self-insured for employee health, workers' compensation, automobile liability, and general liability insurance, the amount of our insurance expense is dependent on claims experience, and our ability to control our claims experience. Our insurance policies contain various deductibles and stop-loss amounts intended to limit our exposure for individually significant occurrences. However, the nature of our self-insurance policies provides little protection for deterioration in overall claims experience or an increase in medical costs. We are continually developing strategies to improve the management of our future loss claims but can provide no assurance that these strategies will be successful. However, unanticipated additional insurance expenses resulting from adverse claims experience or an increasing cost environment for general liability and other types of insurance could adversely impact our results of operations and cash flows.

Competition

The correctional, detention, and residential reentry facilities we own, operate, or manage, as well as those facilities we own but are managed by other operators, are subject to competition for offenders and residents from other private operators. We compete primarily on the basis of bed availability, cost, the quality and range of services offered, our experience in the design, construction, and management of correctional and detention facilities, and our reputation. We compete with government agencies that are responsible for correctional, detention, and residential reentry facilities and a number of companies, including, but not limited to, The GEO Group, Inc. and Management and Training Corporation. We also compete in some markets with small local companies that may have a better knowledge of the local conditions and may be better able to gain political and public acceptance. Other potential competitors may in the future enter into businesses competitive with us without a substantial capital investment or prior experience. We may also compete in the future for acquisitions and new development projects with companies that have more financial resources than we have or those willing to accept lower returns than we are willing to accept. Competition by other companies may adversely affect occupancy at our facilities, which could have an adverse impact on the operating revenue of our facilities. In addition, revenue derived from our facilities will be affected by a number of factors, including the demand for beds, general economic conditions, and the age of the general population.

ITEM 1A. RISK FACTORS.

As the owner and operator of correctional, detention, and residential reentry facilities, we are subject to certain risks and uncertainties associated with, among other things, the corrections and detention industry, pending or threatened litigation in which we are involved, real estate ownership, and our indebtedness. The risks and uncertainties set forth below could cause our actual results to differ materially from those indicated in the forward-looking statements contained herein and elsewhere. The risks described below are not the only risks we face. Additional risks and uncertainties not currently known to us or those we currently deem to be immaterial may also materially and adversely affect our business operations. Any of the following risks could materially adversely affect our business, financial condition, or results of operations.

Risks Related to Our Business and Industry

Resistance to privatization of correctional, detention, and residential reentry facilities, and negative publicity regarding inmate disturbances or perceived poor operational performance, could result in our inability to obtain new contracts, the loss of existing contracts, or other unforeseen consequences.

Privatization of correctional, detention, and residential reentry facilities has not achieved complete acceptance by either government agencies or the public at large. The operation of correctional, detention, and residential reentry facilities by private entities has encountered resistance from certain groups, such as labor unions, prison reform organizations, activists and others that believe that correctional, detention, and residential reentry facilities should only be operated by governmental agencies. Any political platform or promise, governmental agency report, investigation or inquiry, public statement by any governmental agency, policy or legislative change, or other similar occurrence or action, that seeks to, or purports to, prohibit, eliminate, or otherwise restrict or limit in any way, the federal government's (or any state or local government's) ability to contract with private operators of correctional, detention, and residential reentry facilities, could negatively impact our growth and our ability to renew or maintain existing contracts or to obtain new contracts and could have a material adverse effect on our business, financial condition, results of operations or the market price of our common stock.

On January 26, 2021, then-President Biden issued the Private Prison EO. The Private Prison EO directed the Attorney General to not renew DOJ contracts with privately operated criminal detention facilities. Two agencies of the DOJ, the BOP and the USMS, utilize our services. The BOP houses inmates who have been convicted, and the USMS is generally responsible for detainees who are awaiting trial. The Private Prison EO only applied to agencies that are part of the DOJ, which includes the BOP and USMS. We no longer operate any prison contracts for the BOP. ICE facilities were not covered by the Private Prison EO, as ICE is an agency of the DHS, not the DOJ. For the year ended December 31, 2024, USMS and ICE accounted for 21% ($406.4 million) and 29% ($564.8 million), respectively, of our total revenue. For the year ended December 31, 2023, USMS and ICE accounted for 21% ($400.4 million) and 30% ($565.5 million), respectively, of our total revenue. For the year ended December 31, 2022, USMS and ICE accounted for 22% ($403.9 million) and 29% ($527.3 million), respectively, of our total revenue.

Unlike the BOP, the USMS does not own detention capacity and relies on the private sector, along with various government agencies, for its detainee population. We currently have two detention facilities that have direct contracts with the USMS. Because of the lack of alternative bed capacity, one of the contracts was renewed upon its expiration in September 2023, and now expires in September 2028. The second direct contract expires in October 2025. On January 20, 2025, President Trump reversed the Private Prison EO. However, it is possible future administrations could issue similar executive orders restricting the use of private correctional and detention facilities by the federal government.

Immigration reform laws are currently a focus for legislators and politicians at the federal, state, and local level. Legislation has been passed in California, Colorado, and New Jersey, where we operate detention facilities, as well as Maryland, Illinois, Oregon and Washington, that prohibits state and local agencies from contracting to detain immigrants in ICE custody. In addition, legislation has been proposed in New Mexico, a state in which we own facilities, that would prohibit state and local agencies from contracting to detain immigrants in ICE custody. While recent court decisions in California and New Jersey have struck down these restrictions as to direct contracts between ICE and private companies, restrictions on state and local agency contracts to detain immigrants in ICE custody generally remain in place in the states where such laws have been passed.

In addition, negative publicity regarding offenders escaping, rioting or any other disturbances at our facilities or any public perception of poor operational performance at our facilities, contract non-compliance, or other conditions (including disease outbreaks at the facilities we own and manage) at a privately managed facility may result in adverse publicity to us and the private corrections industry in general and could negatively impact our growth and our ability to renew or maintain existing contracts or to obtain new contracts, which could have an adverse impact on our business, reputation, financial condition, results of operations or the market price of our common stock.

We are subject to fluctuations in occupancy levels, and a decrease in occupancy levels could cause a decrease in revenues and profitability.

While a substantial portion of our cost structure is fixed, a substantial portion of our revenue is generated under facility ownership and management contracts that specify per diem payments based upon daily or minimum guaranteed occupancy levels. We are dependent upon the governmental agencies with which we have contracts to provide offenders for facilities we operate. We cannot control occupancy levels at the facilities we operate. We do not lobby or advocate for any policies that determine the basis for or duration of an individual's incarceration or detention. Under a per diem rate structure, a decrease in our occupancy rates could cause a decrease in revenue and profitability. For the years 2024, 2023, and 2022, the average compensated occupancy of our facilities, based on rated capacity, was 75%, 72%, and 70%, respectively, for all of the facilities we operated, exclusive of facilities that are leased to third-party operators where our revenue is generally not based on daily occupancy. Occupancy rates may, however, decrease below these levels in the future. When combined with relatively fixed costs for operating each facility, a decrease in occupancy levels could have an adverse impact on our profitability.

We are dependent on government appropriations, and our results of operations may be negatively affected by governmental budgetary challenges or government shutdowns.

Our cash flow is subject to the receipt of sufficient funding of, and timely payment by, contracting governmental entities. If the appropriate governmental agency does not receive sufficient appropriations to cover its contractual obligations, it may terminate our contract or delay or reduce payment to us. While we have historically been required to continue to perform under our government contracts during government shutdowns, we are generally not paid until the government reopens. Any delays in payment, or the termination of a contract, could have an adverse effect on our results of operations, cash flow and financial condition. In addition, federal, state and local governments are constantly under pressure to control additional spending or reduce current levels of spending. In prior years, these pressures have been compounded by economic downturns. Accordingly, we have been requested and may be requested in the future to reduce our existing per diem contract rates or forego prospective increases to those rates. Further, our government partners could reduce offender population levels in facilities we own or manage to contain their correctional costs. In addition, it may become more difficult to renew our existing contracts on favorable terms or otherwise.

Efforts to reduce the U.S. federal deficit could adversely affect our liquidity, results of operations and financial condition.

Any reductions in government spending in an effort to reduce the U.S. federal deficit could result in a reduction in the utilization of our services or additional pricing pressure. Further, there is ongoing uncertainty regarding the federal budget and federal spending levels, including the possible impacts of a failure to increase the "debt ceiling." Any U.S. government default on its debt could have broad macroeconomic effects that could, among other things, raise our borrowing costs. Any future shutdown of the federal government or failure to enact annual appropriations could also have a material adverse impact on our liquidity, results of operations and financial condition.

Additionally, considerable uncertainty exists regarding how future budget and program decisions will develop, including the spending priorities of the new U.S. presidential administration and Congress and what challenges budget reductions will present for us and our industry generally. For example, on November 12, 2024, President Trump announced a planned advisory commission, the "Department of Government Efficiency" to reform federal government processes and reduce expenditures. Pressures on and uncertainty surrounding the U.S. federal government's budget, and potential changes in budgetary priorities and spending levels, could adversely affect the funding for and delay or eliminate the ability for additional contracting or increased bed capacity.

Competition may adversely affect the profitability of our business.

We compete with government entities and other private operators on the basis of bed availability, cost, quality and range of services offered, experience in designing, constructing, and managing facilities, and reputation of management and personnel. While there are barriers to entering the market for the ownership and management of correctional, detention, and residential reentry facilities, these barriers may not be sufficient to limit additional competition. In addition, our government customers may assume the management of a facility that they own and we currently manage for them upon the termination of the corresponding management contract or, if such customers have capacity at their facilities, may take offenders and residents currently cared for in our facilities and transfer them to government-run facilities. Since we are paid on a per diem basis with no minimum guaranteed occupancy under most of our contracts, the loss of such offenders and residents, and the resulting decrease in occupancy, would cause a decrease in our revenues and profitability.

We are subject to terminations, non-renewals, or competitive re-bids of our government contracts.

We typically enter into facility contracts with governmental entities for terms of up to five years, with additional renewal periods at the option of the contracting governmental agency. Notwithstanding any contractual renewal option of a contracting governmental agency, 32 of our facility contracts with the customers listed under "Business – Facility Portfolio" are currently scheduled to expire on or before December 31, 2025 but have renewal options (27), or are currently scheduled to expire on or before December 31, 2025 and have no renewal options (5). Although we generally expect these customers to exercise renewal options or negotiate new contracts with us, one or more of these contracts may not be renewed and we may not be able to negotiate a new contract on favorable terms or at all with the corresponding governmental agency. In addition, these and any other contracting agencies may determine not to exercise renewal options with respect to any of our contracts in the future. Our government partners can also re-bid contracts in a competitive procurement process upon termination or non-renewal of our contract. Competitive re-bids may result from the expiration of the term of a contract, including the initial term and any renewal periods, or the early termination of a contract. Competitive re-bids are often required by applicable federal or state procurement laws periodically in order to further competitive pricing and other terms for the government agency. The aggregate revenue

earned during the year ended December 31, 2024 for the 33 contracts with scheduled maturity dates, notwithstanding contractual renewal options, on or before December 31, 2025 was $657.9 million, or 34% of total revenue.

On June 10, 2024, we received notice from ICE of its intent to terminate the IGSA for services at the STFRC, effective August 9, 2024. As a result, we provided notice to the third-party lessor of the facility of our intent to terminate the lease effective as of the same date, with no financial penalties as permitted by the lease agreement. Total revenue generated at the STFRC was $101.2 million and $156.6 million during 2024 and 2023, respectively. Facility net operating income at this facility was $51.5 million and $65.6 million during 2024 and 2023, respectively. The decrease in facility net operating income from 2023 to 2024 at the STFRC, which resulted from the termination, was partially offset by the accelerated recognition of deferred revenue, as well as the accelerated decline in detainee populations in early July 2024, resulting in the elimination of most operating expenses though we continued to generate fixed contractual revenue through the termination date. Even excluding these unique factors positively affecting 2024, the operating margin at STFRC exceeded the average operating margin of our portfolio due to the size and scalability of expenses, and due to the unique design and specialized services provided at the facility. Accordingly, the termination of the contract at this facility had, and will continue to have, a negative impact on operating margins following the termination date.

As stated above, the Private Prison EO directed the Attorney General to not renew DOJ contracts with privately operated criminal detention facilities. Two agencies of the DOJ, the BOP and the USMS, utilize our services. The BOP houses inmates who have been convicted, and the USMS is generally responsible for detainees who are awaiting trial. The Private Prison EO only applied to agencies that are part of the DOJ, which includes the BOP and USMS. We no longer operate any prison contracts for the BOP. ICE facilities were not covered by the Private Prison EO, as ICE is an agency of the DHS, not the DOJ. For the year ended December 31, 2024, the USMS accounted for 21% ($406.4 million) of our total revenue.

Unlike the BOP, the USMS does not own detention capacity and relies on the private sector, along with various government agencies, for its detainee population. We currently have two detention facilities that have direct contracts with the USMS. Because of the lack of alternative bed capacity, one of the contracts was renewed upon its expiration in September 2023, and now expires in September 2028. The second direct contract expires in October 2025. On January 20, 2025, President Trump reversed the Private Prison EO. However, it is possible future administrations could issue similar executive orders restricting the use of private correctional and detention facilities by the federal government.

Our management contract at the 300-bed Elizabeth Detention Center in New Jersey is currently scheduled to expire on February 28, 2025. ICE has issued an RFP for up to 600 beds in New Jersey. We have offered the Elizabeth Detention Center under this RFP, but can provide no assurance that we will be awarded a new contract under this RFP. We generated total revenue of $19.6 million at this facility during the twelve months ended December 31, 2024.

Governmental agencies typically may terminate a facility contract at any time without cause or use the possibility of termination to negotiate a lower per diem rate. In the event any of our contracts are terminated or are not renewed on favorable terms or otherwise, we may not be able to obtain additional replacement contracts. The non-renewal, termination, renegotiation or competitive re-bid of any of our contracts with governmental agencies could materially adversely affect our financial condition, results of operations and liquidity, including our ability to secure new facility contracts from others.

Based on information available as of the date of this Annual Report, we believe we will renew all contracts with our government partners that have expired or are scheduled to expire within the next twelve months that could have a material adverse impact on our financial statements. We believe our renewal rate on existing contracts remains high due to a variety of reasons including, but not limited to, the constrained supply of available beds within the U.S. correctional system, our ownership of the majority of the beds we operate, and the cost effectiveness of the services we provide. However, we can provide no assurance that we will continue to achieve high renewal rates in the future.

Our ability to secure new contracts to develop and manage correctional, detention, and residential reentry facilities depends on many factors outside our control.

Our growth is generally dependent upon our ability to obtain new contracts to develop and manage correctional, detention, and residential reentry facilities. This possible growth depends on a number of factors we cannot control, including crime rates and sentencing patterns in various jurisdictions, immigration policy, governmental budgetary constraints, and governmental and public acceptance of the privatization of correctional, detention, and reentry facilities. The demand for our facilities and services could be adversely affected by the relaxation of enforcement efforts, immigration policies that result in reduced migration to the U.S. or a decrease in the number of people apprehended and detained, the expansion of alternatives to incarceration and detention, leniency in conviction or parole standards and sentencing practices through the decriminalization of certain activities that are currently proscribed by criminal laws. For instance, any changes with respect to drugs and controlled substances or illegal immigration could affect the number of persons arrested, convicted, and sentenced, thereby potentially reducing demand for correctional or detention facilities to house them. Immigration reform laws are an ongoing focus for legislators and politicians at the federal, state, and local level and policies that deny entry into the U.S. for any reason could result in a decrease in the demand for our services. Legislation has also been proposed in numerous jurisdictions that could lower minimum sentences for some non-violent crimes and make more inmates eligible for early release based on good behavior. On December 21, 2018, then-President Trump signed legislation, known as The First Step Act, that reduces sentences for first-time offenders in possession of a gun when committing a crime, eliminates mandating life-time sentences for three-time offenders, provides judges more discretion in crafting sentences for some drug-related offenses, and allows offenders to seek a retroactive reduction in sentences affected by the disparity in the sentences for crack and powder cocaine cases narrowed by the Fair Sentencing Act of 2010. Although, under long-standing policy, CoreCivic does not draft, lobby for, promote, or in any way take a position on policies that determine the basis or duration of an individual's incarceration or detention, CoreCivic supported adoption of The First Step Act because the legislation aligns with our publicly stated commitment to advocate for a range of recidivism-reducing policies by providing additional resources to help ensure that incarcerated individuals are given the best possible chance to successfully return to their communities and stay out of prison. Also, the expansion of alternatives to incarceration and detention, such as electronic monitoring or the use of other technologies, may reduce the number of offenders who would otherwise be incarcerated or detained. Similarly, reductions in crime rates, increases in resources dedicated to preventing crime, reduced funding for law enforcement, or strained law enforcement resources could lead to a reduction in arrests, which could lead to a decrease in convictions and sentences requiring incarceration at correctional facilities.

Moreover, certain jurisdictions may require successful bidders to make a significant capital investment in connection with the financing of a particular project. We may compete for such projects with companies that have more financial resources than we have. Further, we may not be able to obtain capital resources with favorable terms, if at all, when needed. A prolonged downturn in the financial capital markets or in our stock price could make it more difficult to obtain capital resources at favorable rates of return or obtain capital resources at all.

Expectations about growth in the utilization of detention beds by the federal government may not be realized, which could negatively impact our stock price.

We currently expect demand from the federal government for our correctional and detention facilities to increase under the new presidential administration, particularly from ICE, as a result of anticipated changes in immigration policy and funding levels of our federal government partners charged with correctional and detention responsibilities. This anticipated increase in demand could result in higher utilization of our available capacity under existing contracts, as well as through new contracts utilizing our idle correctional and detention facilities or our other existing capacity. However, we can provide no assurance that the federal government will increase the utilization of our available capacity. Further, the activation of our idle correctional and detention facilities generally requires four to six months to hire, train, and prepare our facilities to accept residential populations, which could result in substantial expenses before we are able to realize additional revenue. If the demand from the federal government for our correctional and detention facilities is not realized or does not increase to levels generally expected in the marketplace, our stock price could decline.

We may face community opposition to facility location, which may adversely affect our ability to obtain new contracts.

Our success in obtaining new awards and contracts sometimes depends, in part, upon our ability to locate land that can be leased or acquired, on economically favorable terms, by us or other entities working with us in conjunction with our proposal to construct and/or manage a facility. Some locations may be in or near populous areas and, therefore, may generate legal action or other forms of opposition from residents in areas surrounding a proposed site. When selecting project sites, we attempt to conduct business in communities where local leaders and residents generally support the establishment of a privatized correctional, detention, or residential reentry facility. Even if we identify sites where local leaders and residents generally support the establishment of a correctional, detention, or residential reentry facility, whether to be publicly or privately operated, such endeavors may still face resistance by broader groups to facilities perceived as supporting over-incarceration. Therefore, future efforts to find suitable host communities may not be successful. We may incur substantial costs in evaluating the feasibility of the development of a correctional, detention, or residential reentry facility. As a result, we may report significant charges if we decide to abandon efforts to develop a correctional, detention, or residential reentry facility on a particular site. Further, in many cases, the site selection is made by the contracting governmental entity. In such cases, site selection may be made for reasons related to political and/or economic development interests and may lead to the selection of sites that have less favorable environments.

We may incur significant start-up and operating costs on new contracts before receiving related revenues, which may impact our cash flows and not be recouped.

When we are awarded a contract to provide or manage a facility, we may incur significant start-up and operating expenses, including the cost of constructing the facility, purchasing equipment and staffing the facility, before we receive any payments under the contract. We may also experience a disruption in cash flows when transitioning from one contract to another. For example, during 2022, as a result of a new contract award from the state of Arizona for up to 2,706 inmates, we transitioned the population at our 3,060-bed La Palma Correctional Center from ICE detainees to inmates from the state of Arizona, which resulted in the disruption of earnings and cash flows during the transition period. Disruptions like these could result in a significant reduction in our cash reserves and may make it more difficult for us to meet other cash obligations. In addition, a contract may be terminated prior to its scheduled expiration, and as a result, we may not recover these expenditures or realize any return on our investment.

Government agencies may investigate and audit our contracts and operational performance, and if any deficiencies or improprieties are found, we may be required to cure those deficiencies or improprieties, refund revenues we have received, or forego anticipated revenues, and we may be subject to penalties and sanctions, including contract termination and prohibitions on our bidding in response to Requests for Proposals.

Facility management contracts typically include reporting requirements, supervision, and on-site monitoring by representatives of the contracting governmental agencies. Additionally, governmental agencies with which we contract have the authority to audit and investigate our contracts with them. As part of that process, government agencies may review our performance of the contract, our pricing practices, our cost structure and our compliance with applicable performance requirements, laws, regulations and standards. The regulatory and contractual environment in which we operate is complex and many aspects of our operations remain subject to manual processes and oversight that make compliance monitoring difficult and resource intensive. In August 2024, the state of Tennessee was notified by letter that the DOJ was commencing an investigation under the Civil Rights Institutionalized Persons Act of conditions in our owned and operated Trousdale Turner Correctional Center, which we manage on behalf of the Tennessee Department of Corrections. We are cooperating with the investigation.

A governmental agency audit, review or investigation could result in a request to cure a performance or compliance issue, and if we are unable to, or otherwise fail to do so, the failure could lead to the imposition of monetary penalties or revenue deductions, or the termination of the contract in question and/or other contracts that we have with that governmental agency. Similarly, for contracts that actually or effectively provide for certain reimbursement of expenses, if an agency determines that we have improperly allocated costs to a specific contract, we may not be reimbursed for those expenses, and we could be required to refund the amount of any such expenses that have been reimbursed or pay liquidated damages. If a government audit asserts improper or illegal activities by us, we may be subject to civil and criminal penalties and administrative sanctions, including termination of contracts, forfeitures of

profits, suspension of payments, fines and suspension or disqualification from doing business with certain government entities. In addition to the potential civil and criminal penalties and administrative sanctions, any adverse determination with respect to contractual or regulatory violations could negatively impact our reputation and our ability to bid in response to RFPs in one or more jurisdictions.

Failure to comply with facility contracts or with unique and increased governmental regulation could result in material penalties or non-renewal or termination of noncompliant contracts or our other contracts to provide or manage correctional, detention, and residential reentry facilities.

The industry in which we operate is subject to extensive federal, state, and local regulations, including educational, environmental, health care, data privacy, transportation, telecommunications, and safety regulations, which are administered by many regulatory authorities. Some of the regulations are unique to the corrections industry, some target private, for-profit entities by imposing location requirements, compliance requirements, elevated litigation risk and financial penalties only on private, for-profit correction and detention providers, and some are unique to government contractors. The combination of regulations we face is unique and complex. Facility management contracts typically include reporting requirements, supervision, and on-site monitoring by representatives of the contracting governmental agencies. Corrections and reentry personnel are customarily required to meet certain training standards and, in some instances, facility personnel are required to be licensed and subject to background investigation. Certain jurisdictions also require us to award subcontracts on a competitive basis or to subcontract with certain types of businesses, such as small businesses and businesses owned by members of minority groups. Our facilities are also subject to operational and financial audits by the governmental agencies with which we have contracts. Federal regulations also require federal government contractors to self-report evidence of certain forms of misconduct. We may not always successfully comply with these regulations and contract requirements, and failure to comply can result in material penalties, including financial penalties, non-renewal or termination of noncompliant contracts and/or our other facility contracts, exclusion from new contract procurement or RFP bidding, and suspension or debarment from contracting with certain government entities.

In addition, private prison managers are subject to government legislation and regulation attempting to restrict the ability of private prison managers to house certain types of inmates, such as inmates from other jurisdictions or inmates at medium or higher security levels. Legislation has been enacted in several states, and has previously been proposed in the United States Congress, containing such restrictions. Such legislation, if enacted, could have an adverse effect on us.

There also has been increasing focus by U.S. and foreign government authorities on environmental matters, such as climate change, the reduction of greenhouse gases and water consumption. In particular, the State of California passed the Climate Corporate Data Accountability Act and the Climate-Related Financial Risk Act that will impose broad climate-related disclosure obligations on certain companies doing business in California, starting in 2026. In March 2024, the SEC adopted new rules regarding climate-related disclosures; however, on April 4, 2024, the SEC issued an order staying the new rules pending the completion of ongoing judicial review. If ultimately implemented, such climate-related disclosure rules could significantly increase compliance burdens, associated regulatory costs, and complexity. New or revised laws and regulations or new interpretations of existing laws and regulations, such as those related to climate change, could affect the operation of our properties or result in significant additional expense and restrictions on our business operations.

Our inmate transportation subsidiary, TransCor, is subject to regulations promulgated by the Departments of Transportation and Justice. TransCor must also comply with the Interstate Transportation of Dangerous Criminals Act of 2000, which covers operational aspects of transporting prisoners, including, but not limited to, background checks and drug testing of employees; employee training; employee hours; staff-to-inmate ratios; prisoner restraints; communication with local law enforcement; and standards to help ensure the safety of prisoners during transport. Any changes in such regulations could result in an increase in the cost of our transportation operations.

From time to time, we enter into agreements with telecommunications providers to provide telephone services to residents in our facilities. Although we are not a telecommunications provider, these services are subject to regulations which may change from time to time. We are subject to the direct and indirect effects of these regulations. Non-compliance with these regulations, either by us or by our telecommunications providers, subjects us to risks which could result in increases to our costs or decreases in our revenue. The impact to our revenue is limited because a significant amount of commissions paid by our telecommunications providers is passed along to our customers or is reserved and must be used for the benefit of offenders in our care.

The failure to comply with data privacy, security and exchange legal requirements could have a material adverse impact on our business, financial position, results of operations, cash flows and reputation.

We are subject to complex and evolving U.S. federal and state privacy laws and regulations, which sometimes conflict among the various jurisdictions where we do business. For example, we are subject to HIPAA, which requires us to protect the privacy and security of individually identifiable health information, known as "protected health information" and recognize individual rights related to understanding and controlling how health information is used or disclosed. Various states have passed laws pertaining to the processing of personal data that require companies, including us, to provide new disclosures and options to such persons about data collection, use and sharing practices. Some of these laws are already in effect, while others will go into effect during 2025. HIPAA and state laws require us to report data breaches to affected individuals, government regulators, and in certain cases involving large breaches, the media. Further, the U.S. federal government and a significant number of additional states are considering expanding or passing privacy laws in the near term. We are also subject to increasing legal requirements with respect to the use of artificial intelligence and machine learning applications and tools (including in relation to hiring and employment practices) and biometric information. These legal requirements are rapidly changing and are subject to uncertain application, interpretation and enforcement standards. Our current or future use of artificial intelligence or machine learning tools in our business operations could expose us to new or additional costs and risks, including the potential introduction of new vulnerabilities or cybersecurity risks within our information technology systems and the potential inadvertent or unauthorized release of confidential or protected health information resulting from the use (whether or not authorized) of artificial intelligence or machine learning tools by our employees, contractors, agents, representatives or affiliates. In addition, the artificial intelligence tools we may incorporate into certain aspects of our operations may not generate the intended efficiencies and may impact our business results.

The increasingly complex, restrictive and rapidly evolving regulatory environment at the federal and state level related to data privacy and data protection, including with respect to protected health information and the use of artificial intelligence, may require significant continued effort and cost, changes to our business and data processing practices and impact our ability to obtain and use data. These laws provide for civil penalties for violations, and some confer a private right-of-action to certain individuals for data breaches. Federal and state regulatory bodies, including the Federal Trade Commission and the California Privacy Protection Agency are engaging in enforcement investigations and actions with respect to privacy and data protection. There is no assurance that our security controls, training of employees on data privacy and data security, and policies, procedures and practices will prevent the improper use or disclosure of personal data. Our inability to adapt or comply with such legal requirements, or the improper use or disclosure of personal data in violation of data privacy laws could harm our reputation, cause loss of consumer confidence, subject us to government enforcement actions, or result in private litigation against us, which could result in loss of revenue, increased costs, liability for monetary damages, fines and/or criminal prosecution, all of which could have a material adverse impact on our business, financial position, results of operations and cash flows.

We depend on a limited number of governmental customers for a significant portion of our revenues.

We currently derive, and expect to continue to derive, a significant portion of our revenues from a limited number of governmental agencies. The three primary federal governmental agencies with correctional and detention responsibilities, ICE, the USMS, and the BOP accounted for 51% of our total revenues for the year ended December 31, 2024 ($1,001.9 million). For the year ended December 31, 2024, ICE, USMS, and the BOP accounted for 29% ($564.8 million), 21% ($406.4 million), and 2% ($30.7 million), respectively, of our total revenue. Although the revenue generated from each of these agencies is derived from numerous management contracts and various types of properties, i.e. correctional, detention, and reentry, the loss or substantial reduction in value of one or more of such contracts could have a material adverse impact on our financial condition, results of operations, and cash flows. We expect to continue to depend upon federal agencies, including ICE and the USMS, and a relatively small group of other governmental customers for a significant percentage of our revenues.

Additionally, the Private Prison EO directed the Attorney General to not renew DOJ contracts with privately operated criminal detention facilities. Two agencies of the DOJ, the BOP and the USMS, utilize our services. The BOP houses inmates who have been convicted, and the USMS is generally responsible for detainees who are awaiting trial. The Private Prison EO only applied to agencies that are part of the DOJ, which includes the BOP and USMS. We no longer operate any prison contracts for the BOP. ICE facilities were not covered by the Private Prison EO, as ICE is an agency of the DHS not the DOJ. For the year ended December 31, 2024, the USMS accounted for 21% ($406.4 million) of our total revenue.

Unlike the BOP, the USMS does not own detention capacity and relies on the private sector, along with various government agencies, for its detainee population. We currently have two detention facilities that have direct contracts with the USMS. Because of the lack of alternative bed capacity, one of the contracts was renewed upon its expiration in September 2023, and now expires in September 2028. The second direct contract expires in October 2025. On January 20, 2025, President Trump reversed the Private Prison EO. However, it is possible future administrations could issue similar executive orders restricting the use of private correctional and detention facilities by the federal government.

We are dependent upon our senior management and our ability to attract and retain sufficient qualified personnel.

The success of our business depends in large part on the ability and experience of our senior management. The unexpected loss of any of these persons could materially adversely affect our business and operations.

In addition, the services we provide are labor-intensive. The success of our business, and our ability to satisfy the staffing and operational performance requirements of our contracts, require that we attract, hire, develop and retain sufficient qualified personnel. When we are awarded a facility management contract or open a new facility, we must hire operating management, correctional officers, and other personnel. Our inability to hire sufficient qualified personnel on a timely basis, or experiencing excessive turnover or the loss of significant personnel at existing facilities, could adversely affect our business and operations. These risks may be intensified in the future if the federal government seeks to activate multiple idle facilities to carry out the immigration policies implemented under President Trump's second presidential administration. Many of our contracts include specific staffing requirements, and our failure to satisfy such requirements may result in the imposition of financial penalties or loss of contract.

We have experienced labor shortages and wage pressures in many markets across the country, and have provided wage increases to remain competitive. The challenges of recruiting and retaining staff has been and could continue to be exacerbated by the current labor market. Further, we have incurred incremental expenses to help ensure sufficient staffing levels under unique and challenging working conditions. These incremental investments have enabled us to increase overall staffing levels when necessary.

We achieved higher staffing levels during 2024 when compared to 2023 and, correspondingly, we were able to reduce our use of temporary incentives by $12.8 million as we continued to see improvement in our attraction and retention of facility staff in this challenging labor market. We believe these investments in our workforce have positioned us to manage the increased number of residents we began to experience when the remaining occupancy restrictions caused by the COVID-19 pandemic, most notably Title 42, were removed. We continued to invest in staffing resources during 2024, which has resulted in additional compensation and incremental expenses, and we expect to continue to

invest in staffing resources, which may result in additional compensation and incremental expenses. Incremental expenses include, but may not be limited to, incentive payments to our front-line and field staff, temporary employee housing expenses and other travel related reimbursements, additional paid time off, off-cycle wage increases in certain markets to remain competitive, and registry nursing expenses. As the labor market improves and labor shortages and wage pressures are alleviated, we expect to further reduce our reliance on these temporary incentives. While we have achieved recent successes, the benefits of our investments in staffing may not be sustained, and labor shortages could intensify again in the future, especially if multiple facility activations are required in certain geographical areas creating a higher demand for labor, which could adversely affect our results of operations, financial condition and cash flows.

We are subject to various types of litigation.

Legal proceedings related to, and adverse developments in our relationship with, our employees could adversely affect our business, financial condition or results of operations. We and our subsidiaries are party to a variety of claims and legal proceedings in the ordinary course of business, including but not limited to claims and legal proceedings related to employment matters. Because the resolution of claims and legal proceedings is inherently uncertain, there can be no assurance we will be successful in defending against such claims or legal proceedings, or that management's assessment of the materiality of these matters, including the reserves taken in connection therewith, will be consistent with the ultimate outcome of such claims or legal proceedings. In the event management's assessment of materiality of current claims and legal proceedings proves inaccurate or litigation that is material arises in the future, the resolution of such matters may have an adverse impact on our business, financial condition or results of operations.

As of December 31, 2024, we employed 11,649 full- and part-time employees, including employees with our transportation and electronic monitoring subsidiaries, TransCor and Recovery Monitoring Solutions Corporation, respectively. Approximately 2,115 of our employees at 13 of our facilities, or approximately 18.2% of our workforce, are represented by labor unions. All of our collective bargaining agreements contain no-strike clauses that bind the unions and the bargaining unit employees. Work stoppages at any of our facilities are exceedingly rare. In the opinion of management, overall employee relations are good. New executive orders, administrative rules and changes in National Labor Relations could increase organizing activity at locations where employees are currently not represented by a labor organization. Increases in organizational activity or any future work stoppages could have an adverse impact on our business, financial condition, or results of operations.

We are subject to legal proceedings associated with owning and managing correctional, detention, and residential reentry facilities. Our ownership and management of correctional, detention, and residential reentry facilities, and the provision of inmate transportation services by a subsidiary, expose us to potential third-party claims or litigation by prisoners or other persons relating to personal injury, illness, or other damages resulting from contact with a facility, its managers, personnel or other prisoners, including damages arising from a prisoner's escape from, or a disturbance or riot at, a facility we own or manage, from the misconduct of our employees, or the failure to prevent or detect the introduction of contraband and prohibited substances. To the extent the events serving as a basis for any potential claims are alleged or determined to constitute illegal or criminal activity, we could also be subject to criminal liability. Such liability could result in significant monetary fines and could affect our ability to bid on future contracts and retain our existing contracts. In addition, as an owner of real property, we may be subject to a variety of proceedings relating to personal injuries of persons at such facilities. The claims against our facilities may be significant and may not be covered by insurance. Even in cases covered by insurance, our deductible (or self-insured retention) may be significant.

We are subject to necessary insurance costs.

Workers' compensation, auto liability, employee health, and general liability insurance represent significant costs to us. Because we are significantly self-insured for workers' compensation, auto liability, employee health, and general liability risks, the amount of our insurance expense is dependent on claims experience, our ability to control our claims experience, and in the case of workers' compensation and employee health, rising health care costs in general. Unanticipated additional insurance costs could adversely impact our results of operations and cash flows, and the failure to obtain or maintain any necessary insurance coverage could have an adverse impact on us.

We may be adversely affected by inflation.

Many of our facility contracts provide for fixed fees or fees that increase by only small amounts during their terms. If, due to inflation or other causes, our operating expenses, such as wages and salaries of our employees, insurance, medical, and food costs, increase at rates faster than increases, if any, in our revenues, then our profitability would be adversely affected. We have experienced increases in personnel costs and expect the labor market to remain challenging, which could have a material adverse effect on our operations. See "*Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Operations and Management's Discussion and Analysis of Financial Condition and Results of Operations – Inflation.*"

We depend in part on the performance and capabilities of third parties with whom we have commercial relationships.

We maintain business relationships with key partners, suppliers, channel partners and other parties that have complementary products, services or skills. We depend, in part, on the performance and capabilities of these third parties and on the financial condition of, and our relationship with, distributors and other indirect channel partners, which can affect our capacity to effectively and efficiently serve current and potential government partners. We depend on these third parties and suppliers to also protect themselves from the risks of cybersecurity to ensure timely delivery of products and services we procure. Additionally, cost inflation and supply chain disruptions may lead to higher labor and other costs, as well as an inability to procure products needed to deliver the services we provide, which could adversely affect our results of operations.

Technological changes or negative changes in the level of acceptance of, or resistance to, the use of electronic monitoring products could cause our electronic monitoring products and other technology to become obsolete or require the redesign of our electronic monitoring products, which could have an adverse effect on our business.

Technological changes within our electronic monitoring business may require us to expend resources in an effort to acquire, maintain and/or utilize new electronic monitoring products and technology. We may not be able to anticipate or respond to technological changes in a timely manner, and our response may not result in successful electronic monitoring product offerings. If we are unable to anticipate or timely respond to technological changes, our business could be adversely affected. Further, our business could be adversely affected if the level of acceptance of or resistance to the use of electronic monitoring products and services by governmental customers were to change over time in a negative manner so that governmental customers decide to decrease their usage levels and contracting for electronic monitoring products and services.

We depend on a limited number of third parties to manufacture and supply our electronic monitoring products. If our suppliers cannot provide the products or services we require in a timely manner and with such quality as we expect, our ability to market and sell our electronic monitoring products and services could be harmed.

If our suppliers fail to supply, in a timely manner, electronic monitoring products that meet our quantity, quality, cost requirements, or technical specifications, we may not be able to access alternative sources of these products within a reasonable period of time or at commercially reasonable rates. A reduction or interruption in the supply of such products, or a significant increase in the price of such products, including as a result of supply chain delays, could have an adverse impact on our marketing and sales initiatives, which could adversely affect our financial condition and results of operations. In addition, contracts with such suppliers may not continue to be available on acceptable terms or at all.

We may be subject to costly product liability claims from the use of our electronic monitoring products, which could damage our reputation, impair the marketability of our products and services and force us to pay costs and damages that may not be covered by adequate insurance.

The operation of our electronic monitoring products and services entails a risk of product liability. We could be subject to product liability claims to the extent these electronic monitoring products fail to perform as intended. Even unsuccessful claims against us could result in the expenditure of funds in litigation, the diversion of management time and resources, damage to our reputation and impairment of the marketability of our electronic monitoring products and services. While we maintain liability insurance, it is possible that a successful claim could be made against us, that the amount of our insurance coverage would not be adequate to cover the costs of defending against or paying such a claim, and that damages payable by us would harm our business.

We are subject to risks associated with ownership of real estate.

Our ownership of correctional, detention, and residential reentry facilities subjects us to risks typically associated with investments in real estate. Investments in real estate and, in particular, correctional and detention facilities have limited or no alternative use and thus are relatively illiquid. Therefore, our ability to divest ourselves of one or more of our facilities promptly in response to changing conditions is limited. Investments in real estate properties subject us to risks involving potential exposure to environmental liability and uninsured loss. Our operating costs may be affected by the obligation to pay for the cost of complying with existing environmental laws, ordinances and regulations, as well as the cost of complying with future legislation. In addition, although we maintain insurance for many types of losses, there are certain types of losses, such as losses from earthquakes, fires, hurricanes, floods and acts of terrorism, which may be either uninsurable or for which it may not be economically feasible to obtain insurance coverage in light of the substantial costs associated with such insurance. As a result, we could lose both our capital invested in, and anticipated profits from, one or more of the properties we own. Further, it is possible to experience losses that may exceed the limits of insurance coverage.

The primary risk we face for asset impairment charges is associated with real estate that we own. As of December 31, 2024, we had $2.1 billion in property and equipment, including $319.0 million in long-lived assets at seven idled CoreCivic Safety facilities, one idled non-core CoreCivic Safety facility, one idled CoreCivic Community facility, and two idled CoreCivic Properties correctional facilities. We can provide no assurance that we will be able to secure agreements to utilize our idle properties, or that we will not incur impairment charges in the future.

Certain of our facilities are subject to options to purchase and reversions. Nine of our facilities are subject to an option to purchase by certain governmental agencies. Such options are exercisable by the corresponding contracting governmental entity generally at any time during the term of the respective facility contract. Certain of these purchase options are based on the depreciated book value of the facility, which essentially could result in the transfer of ownership of the facility to the governmental agency at the end of the life used for accounting purposes, while other options to purchase are exercisable at prices below fair market value. See "Business – Facility Portfolio." If any of these options are exercised, there exists the risk that we will be unable to invest the proceeds from the sale of the facility in one or more properties that yield as much cash flow as the property acquired by the government entity. In addition, in the event any of these options is exercised, there exists the risk that the contracting governmental agency will terminate the management contract associated with such facility. For the year ended December 31, 2024, the nine facilities currently subject to these options generated $344.6 million in revenue (17.6% of total revenue) and incurred $302.4 million in operating expenses.

Risks related to facility construction and development activities may increase our costs related to such activities. When we are engaged to perform construction and design services for a facility, we typically act as the primary contractor and subcontract with other companies that act as the general contractors. As primary contractor, we are subject to the various risks associated with construction (including, without limitation, shortages of labor and materials, work stoppages, labor disputes, and weather interference which could cause construction delays). In addition, we are subject to the risk that the general contractor will be unable to complete construction at the budgeted costs or be unable to fund any excess construction costs, even though we require general contractors to post construction bonds and insurance. Under such contracts, we are ultimately liable for all late delivery penalties and cost overruns.

We may be adversely affected by an increase in costs or difficulty of obtaining adequate levels of surety credit on favorable terms.

We are often required to post bid or performance bonds issued by a surety company as a condition to bidding on or being awarded a contract. Availability and pricing of these surety commitments are subject to general market and industry conditions, among other factors. Increases in surety costs could adversely affect our operating results if we are unable to effectively pass along such increases to our customers. We cannot assure you that we will have continued access to surety credit or that we will be able to secure bonds economically, without additional collateral, or at the levels required for any potential facility development or contract bids. If we are unable to obtain adequate levels of surety credit on favorable terms, we would have to rely upon letters of credit under our revolving credit facility, which could entail higher costs if such borrowing capacity was even available when desired, and our ability to bid for or obtain new contracts could be impaired.

Interruption, delay or failure of the provision of our technology services or information systems, or the compromise of the security thereof, could adversely affect our business, financial condition or results of operations.

Components of our business depend significantly on effective information systems and technologies, some of which are provided and/or maintained by third parties. As with any organization that relies on technology to deliver products and services, we face a variety of technology-related risks that could materially impact our operations, financial performance, and reputation. As a matter of course, we may store, transmit, or process the personal information of offenders, employees and other persons as required to provide our services and such personal information or other data may be hosted or exchanged with our government partners and other third-party providers. In response to these risks, we employ industry standard administrative, technical and physical safeguards designed to meet data protection and availability requirements; however, specific examples of risks we face include:

- Cybersecurity threats: Our systems and data are subject to the potential for cyberattacks including unauthorized access, data breaches, and malicious software. Any such incidents could result in the loss of sensitive information, significant operational disruptions, legal liability, and reputational harm.
- Technology infrastructure failures: Our reliance on complex technology infrastructure creates risks associated with potential failure of hardware, software, or network components. Such failures could lead to loss of customer trust and incur significant recovery costs.
- Rapid technological changes: The rapid paces of technological advancements may render our current technologies obsolete or less competitive. We must continually invest in and adopt technology to meet evolving market demands and customer expectations or requirements. Failure to do so may adversely affect our market position.
- Third-party vendor risks: We depend on third-party vendors for critical technology services, including cloud storage, data processing, and software development. Any disruption in service, cyberattack or failure on the part of these vendors could impact our ability to operate effectively and meet customer needs.
- Regulatory compliance: Our industry sector is subject to a variety of regulations concerning data privacy, cybersecurity, and technology usage. Non-compliance with these regulations, whether existing or new, could lead to legal penalties, reputational damage, and operational restrictions.
- Intellectual property loss: Our ability to protect our technological innovation and proprietary information is critical. Infringement on our intellectual property rights or failure to adequately protect our technologies may lead to competitive disadvantages and financial losses.
- User adoption and experience: The success of our technology solutions relies on user adoption and satisfaction. If our technologies fail to meet user expectations or if we encounter significant resistance to new technologies, our growth and revenue may be adversely affected.
- Force majeure: Unforeseeable circumstances or circumstances beyond our controls such as geopolitical conflicts, natural disasters, etc. may cause significant operational disruptions, which could result in material recovery costs or loss of customer confidence.

The current cybersecurity threat environment presents increased risk for all companies, including companies in our industry. We, our employees, government partners, and third parties are regularly the target of cyberattacks and other attempts to breach, or gain unauthorized access to, our information systems and databases. Moreover, given the current cybersecurity threat environment, we expect the volume and intensity of cyberattacks and attempted intrusions to continue to increase in the future. Cybersecurity threats and techniques used in cyberattacks may be pervasive, sophisticated and difficult to prevent, including, computer viruses, malicious or destructive code (such as ransomware), social engineering (including phishing, vishing and smishing), denial of service or information or security breach tactics that could result in disruptions to our business and operations, unauthorized disclosure, release, gathering, monitoring, misuse, loss or destruction or theft of confidential, proprietary or other information, including intellectual property of ours, our employees or of third parties. Cyberattacks are carried out on a worldwide scale and by a growing number of cyber actors, including organized crime groups, hackers, terrorist organizations, extremist parties, hostile foreign governments, state-sponsored actors, activists, disgruntled employees and other third parties. For example, several well-known companies have recently disclosed high-profile security breaches involving sophisticated and highly targeted attacks on their company's infrastructure or their customers' data, which were not recognized or detected until after such companies had been affected notwithstanding the preventive measures they had in place. In addition, since Russia's invasion of Ukraine and the conflict in Israel and the surrounding areas, many companies have experienced heightened cybersecurity risks. Cybersecurity threats and the techniques used in cyberattacks change, develop and evolve rapidly, including from emerging technologies, such as advanced forms of artificial intelligence, machine learning and quantum computing by making fraud detection more difficult, particularly with detection devices that use voice recognition or authentication. Further, the information systems of third parties upon which we rely in connection with our business, such as vendors, suppliers, government partners, and other third-party service providers, could be comprised in a manner that adversely affects us and our information systems. Additionally, the failure of our employees to exercise sound judgment and vigilance when targeted by social engineering or other cyberattacks may increase our vulnerability.

There is no assurance that the security measures we take to reduce the risk of such incidents and protect our systems will be sufficient. Any cyberattack, data breach, security breach, or other security incident resulting in the interruption, delay, compromise or failure of our services or information systems, or the misappropriation, loss, or other unauthorized disclosure of personal data or confidential information, including confidential information about our employees or those entrusted to our care, or other proprietary information, including intellectual property, whether by us directly, our vendors, our employees, our government partners, those entrusted to our care, or our third-party service providers, could damage our reputation, expose us to the risks of litigation and liability, result in significant monetary penalties and/or regulatory actions for violation of applicable laws or regulations, disrupt our business and result in significant costs for investigation and notification regarding the incident and remedial measures to prevent future occurrences and mitigate past violations, result in lost business, or otherwise adversely affect our results of operations. Moreover, any significant cybersecurity incident could require us to devote significant management time and resources to address such incident, interfere with our pursuit of other important business strategies and initiatives, and cause us to incur additional expenditures, which could be material. There is no assurance that any remedial actions will meaningfully limit the success of future attempts to breach our information systems, particularly because malicious actors are increasingly sophisticated and utilize tools and techniques specifically designed to circumvent security measures, avoid detection and obfuscate forensic evidence, which means that we may be unable to identify, investigate or remediate effectively or in a timely manner. Although we maintain cybersecurity insurance covering certain security and privacy damages and claim expenses, we may not carry insurance or maintain coverage sufficient to compensate for all liability and in any event, insurance coverage would not address the reputational damage that could result from a security incident.

We are subject to risks related to corporate social responsibility.

The integration of ESG factors in making investment decisions is relatively new; frameworks and methods used by investors for assessing ESG policies are not fully developed and vary considerably among the investment community; and investor, societal and political sentiments on ESG, both as to particular ESG factors and as to its general relevance to investors and their decisions, continue to evolve. In March 2024, the SEC adopted new rules regarding climate-related disclosures; however, on April 4, 2024, the SEC issued an order staying the new rules pending the completion of ongoing judicial review. If ultimately implemented, such climate-related disclosure rules could significantly increase associated regulatory obligations and legal and reputational risk. Additionally, the State of California's Climate Corporate Data Accountability Act and the Climate-Related Financial Risk Act will impose broad climate-

related disclosure obligations on certain companies doing business in California, including us, starting in 2026. During 2024, we issued our sixth ESG report, which broadly describes how we attempt to deliver on our service commitment to our government and other third-party partners and manage our operations responsibly and ethically. The policies and practices we summarize in our ESG reporting, whether they relate to the standards we set for ourselves or ESG criteria established by third parties, and whether or not we meet such standards, may influence our reputation. For example, the perception held by the general public, our governmental partners, vendors, suppliers, other stakeholders, or the communities in which we do business may depend, in part, on the standards we have chosen to aspire to meet, whether or not we meet these standards on a timely basis or at all, and whether or not we meet external ESG factors they deem relevant. Nonetheless, the subjective and evolving nature and wide variety of methods and processes used by various stakeholders, including investors, to assess a company with respect to ESG criteria can result in the perception of negative ESG factors or a misrepresentation of our ESG policies and practices. Our failure, or perceived failure, to meet expectations on ESG reporting, achieve meaningful progress on ESG-related policies and practices, address stakeholder expectations or meet ESG criteria set by third parties on a timely basis, or at all, could adversely affect our business, results of operations, financial condition and cash flows.

By electing to voluntarily publicize ESG-related information and our approach to ESG standards, our business may also face increased scrutiny related to ESG activities. As a result, our reputation could be harmed if we fail to meet goals we share, report accurate data or act in a manner deemed appropriate or responsible in light of shifting social and political standards and perspectives in the areas in which we report, such as safety and security, human rights, diversity, quality assurance, community engagement, and environmental sustainability. Any harm to our reputation resulting from sharing information, setting goals, attempting to meet external standards set by third-parties or our failure or perceived failure to meet such standards or act in a manner that meets evolving societal and political perspectives could impact, among other things: employee retention; the willingness of our governmental partners, vendors and suppliers to do business with us; investors willingness or ability to purchase or hold our securities; or our ability to access capital, any of which could adversely affect our business, results of operations, financial condition and cash flows. Our ESG report is not incorporated by reference into and does not form any part of this Annual Report.

As an owner and operator of correctional, detention, and residential reentry facilities, we are subject to risks relating to acts of God, outbreaks of epidemic or pandemic disease, global climate change, terrorist activity and war.

We may encounter staffing constraints as well as costs and expenses associated with owning and/or operating our correctional, detention, and residential reentry facilities as a result of acts of God, outbreaks of epidemic or pandemic disease, global climate change (including the potential for increased inclement weather and natural disasters), wars and other geopolitical conflicts (including between Ukraine and Russia and Israel and the surrounding areas) and the potential for war, terrorist activity (including threats of terrorist activity), political unrest, geopolitical uncertainty and other forms of civil strife, in or around locations where we own and/or operate significant properties. These events could have an adverse impact on our business, financial condition, results of operations or the market price of our common stock.

Risks Related to Our Indebtedness

Our indebtedness could adversely affect our financial health and prevent us from fulfilling our obligations under our debt securities.

We have a significant amount of indebtedness. As of December 31, 2024, we had total indebtedness of $997.4 million. Our indebtedness could have important consequences. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to our indebtedness;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, dividends, stock repurchases and other general corporate purposes;

- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- restrict us from pursuing strategic acquisitions or certain other business opportunities;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- limit our ability to borrow additional funds or refinance existing indebtedness on favorable terms, or at all.

If we are unable to meet our debt service obligations, we may need to suspend our share repurchase program, reduce capital expenditures, restructure or refinance our indebtedness, obtain additional equity financing or sell assets. We may be unable to restructure or refinance our indebtedness, obtain additional equity financing or sell assets on satisfactory terms or at all.

Our Bank Credit Facility, indentures related to our senior notes, and other debt instruments have restrictive covenants that could limit our financial flexibility.

The indentures related to our New 8.25% senior notes due 2029, and our 4.75% senior notes due 2027, collectively referred to herein as our senior notes, and the credit agreement related to our Bank Credit Facility, contain restrictive covenants that limit our ability to engage in activities that may be in our long-term best interests. Our Bank Credit Facility requires us to comply with certain financial covenants, including leverage and fixed charge coverage ratios. The Bank Credit Facility includes other restrictions that, among other things, limit our ability to incur indebtedness; grant liens; engage in mergers, consolidations and liquidations; make asset dispositions, make restricted payments and investments; issue disqualified stock; enter into transactions with affiliates; and amend, modify or prepay certain indebtedness. The indentures related to our senior notes contain limitations on our ability to effect mergers and change of control events, as well as other limitations on our ability to create liens on our assets. The indenture related to our New 8.25% senior notes due 2029 additionally limits our ability to incur indebtedness, make restricted payments and investments and prepay certain indebtedness.

Our failure to comply with these covenants could result in an event of default that, if not cured or waived, could result in the acceleration of all or a substantial portion of our debt. We do not have sufficient working capital to satisfy our debt obligations in the event of an acceleration of all or a significant portion of our outstanding indebtedness.

Our indebtedness is secured by a substantial portion of our assets.

Our Bank Credit Facility is secured by a pledge of all of the capital stock (or other ownership interests) of our domestic restricted subsidiaries, 65% of the capital stock (or other ownership interests) of our "first-tier" foreign subsidiaries, all of our accounts receivable and those of our domestic restricted subsidiaries, and substantially all of our deposit accounts and those of our domestic restricted subsidiaries. In the event that (a) the consolidated total leverage equals or exceeds 4.25 to 1.00 or (b) we incur certain debt above a specified threshold, certain intangible assets and unencumbered real estate assets that meet a 50% loan-to-value requirement are required to be added as collateral. Subject to compliance with the restrictive covenants under our existing indebtedness, we may incur additional indebtedness secured by existing or future assets of ours or our subsidiaries. In the event of a default under our Bank Credit Facility or any other secured indebtedness, or if we experience insolvency, liquidation, dissolution or reorganization, the holders of our secured debt would be entitled to payment from their collateral security, and after that the holders of our unsecured debt (including the holders of any deficiency remaining after application of collateral to secured debt) would be entitled to payment from our remaining assets. In such an event, there can be no assurance that we would have sufficient assets to pay amounts due to holders of our unsecured debt, and unsecured debtholders may receive less than the full amount to which they are entitled.

Servicing our indebtedness will require a significant amount of cash or may require us to refinance our indebtedness before it matures. Our ability to generate cash depends on many factors beyond our control and there is no assurance that we will be able to refinance our debt on acceptable terms, or at all.

Currently, our term loan and revolving credit facility both mature in October 2028. We also have outstanding $500.0 million in aggregate principal amount of our New 8.25% senior notes due 2029, and $238.5 million in aggregate principal amount of our 4.75% senior notes due 2027. In addition, we have $140.2 million outstanding under a non-recourse mortgage note with an interest rate of 4.43% maturing in 2040. Our ability to make payments on our indebtedness, to refinance our indebtedness, and to fund planned capital expenditures will depend on our ability to generate cash in the future. This, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory, and other factors that are beyond our control.

The risk exists that our business will be unable to generate sufficient cash flow from operations or that future borrowings will not be available to us in an amount sufficient to enable us to pay our indebtedness, including our existing senior notes, or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness, including our senior notes, on or before maturity. Our ability to refinance all or a portion of our indebtedness on acceptable terms, or at all, will be dependent upon a number of factors, including our degree of leverage, the amount of our cash flows, the value of our assets, borrowing and other financial restrictions imposed by lenders, and conditions in the credit markets at the time we refinance. If we are unable to refinance our indebtedness on acceptable terms, we may be forced to agree to otherwise unfavorable financing terms or to sell one or more properties at unattractive prices or on disadvantageous terms. Any one of these options could have a material adverse effect on our business, financial condition, results of operations and our cash flows.

We are required to repurchase all or a portion of our senior notes upon a change of control, and the debt under our Bank Credit Facility is subject to acceleration upon a change of control.

Upon certain change of control events, as that term is defined in the indentures for our senior notes, including a change of control caused by an unsolicited third party, we are required to make an offer in cash to repurchase all or any part of each holder's notes at a repurchase price equal to 101% of the principal thereof, plus accrued interest. The source of funds for any such repurchase would be our available cash or cash generated from operations or other sources, including borrowings, sales of equity or funds provided by a new controlling person or entity. Sufficient funds may not be available to us, however, at the time of any change of control event to repurchase all or a portion of the tendered notes pursuant to this requirement. Our failure to offer to repurchase notes, or to repurchase notes tendered, following a change of control will result in a default under the respective indentures, which could lead to a cross-default under our Bank Credit Facility and under the terms of our other indebtedness. A change in control (as described in our Bank Credit Facility), is also a default under our Bank Credit Facility, entitling the lenders to refuse to make further extensions of credit thereunder and to accelerate the maturity of the debt outstanding under the Bank Credit Facility. Prior to repurchasing the notes upon a change of control event, we must either repay outstanding indebtedness under our Bank Credit Facility or obtain the consent of the lenders under our Bank Credit Facility. If we do not obtain the required consents or repay our outstanding indebtedness under our Bank Credit Facility, we would effectively be prevented from offering to repurchase the notes, which would cause a default under the indentures governing the notes.

Despite current indebtedness levels, we may still incur more debt.

The terms of the indentures for our senior notes and our Bank Credit Facility restrict our ability to incur indebtedness; however, we may nevertheless incur additional indebtedness in the future, and in the future, we may refinance all or a portion of our indebtedness, including our Bank Credit Facility indebtedness, and may incur additional indebtedness as a result so long as we comply with the limitations in our senior notes and Bank Credit Facility while they are in effect. As of December 31, 2024, we had $257.0 million of additional borrowing capacity available under our revolving credit facility. The Bank Credit Facility includes an option to increase the availability under the revolving credit facility and to request term loans from the lenders in an aggregate amount not to exceed the greater of (a) $200.0 million and (b) 50% of consolidated EBITDA for the most recently ended four-quarter period, subject to, among other things, the receipt of commitments for the increased amount. In addition, so long as we comply with the limitations in our senior notes and Bank Credit Facility while they are in effect, we may incur additional debt from time to time when we determine that market conditions and the opportunity to utilize the proceeds therefrom are favorable. If new debt is added to our and our subsidiaries' current debt levels, the related risks that we and they now face could intensify.

Our access to capital may be affected by general macroeconomic conditions.

Credit markets may tighten significantly for various reasons that may or may not result from company-specific activities such that our ability to obtain new capital could be more challenging and more expensive. Further, we can provide no assurance that the banks that have made commitments under our Bank Credit Facility will continue to operate as going concerns in the future or will agree to extend commitments beyond the maturity date. If any of the banks in the lending group were to fail, or fail to renew their commitments, it is possible that the capacity under our Bank Credit Facility would be reduced. In the event that the availability under our Bank Credit Facility was reduced significantly, we could be required to obtain capital from alternate sources in order to continue with our business and capital strategies. Our options for addressing such capital constraints would include, but not be limited to (i) delaying certain capital expenditure projects, (ii) obtaining commitments from the remaining banks in the lending group or from new banks to fund increased or new amounts under the terms of our Bank Credit Facility, (iii) accessing the public capital markets, or (iv) retaining more of our cash flow. Such alternatives could be on terms less favorable than under existing terms, which could have a material effect on our consolidated financial position, results of operations, or cash flows.

Activist resistance to the use of public-private partnerships for correctional, detention, and residential reentry facilities could impact our ability to obtain financing to grow our business or to refinance existing indebtedness, which could have a material adverse effect on our business, financial condition and results of operations.

Our company does not, under longstanding policy, lobby for or against policies or legislation that would determine the basis for, or duration of, an individual's incarceration or detention. This strict policy also applies to external government relations professionals working on our behalf at all levels of government. Nonetheless, contracting for correctional, detention, and residential reentry facilities and related services has not achieved complete acceptance by certain governments or the public at large. The operation of correctional, detention, and residential reentry facilities by private entities has encountered resistance from certain groups, such as immigration advocates, labor unions, prison reform organizations and other special interest groups that believe correctional, detention, and residential reentry facilities should only be operated by governmental agencies, or that alternatives to immigrant detention should be utilized to enforce the nation's border policies. Further, opposition to immigration, detention and incarceration policies and the association of private companies with the enforcement of such policies have caused some financial institutions to decline to provide capital, credit or financial services to private entities that own or operate correctional and detention facilities, including CoreCivic, or to otherwise participate in the provision of capital, credit or financial services in connection with the development of correctional and detention facilities that are associated with private companies. Moreover, proposed and future legislation could restrict financial institutions from providing capital, credit or financial services to private entities that own or operate correctional and detention facilities, including CoreCivic. For example, the New York State Legislature is considering a bill that would prohibit New York state chartered banks from investing in and providing financing for privately operated secured facilities. If this legislation becomes law, certain financial institutions may be prohibited from providing us with capital, credit or financial services. While we believe we will continue to have access to capital, restrictions on our access to capital, or increases in the cost of capital, could have a material adverse effect on our business, financial condition and results of operations.

Rising interest rates increase the cost of our variable rate debt.

We have incurred and expect in the future to incur indebtedness that bears interest at variable rates, including indebtedness under our Bank Credit Facility. Accordingly, rising interest rates increase our interest costs, which could have an adverse impact on us and our ability to pay down our debt, return capital to our stockholders and pay maturing debt or cause us to be in default under certain debt instruments.

General Risk Factors

The market price of our equity securities may vary substantially, which may limit our stockholders' ability to liquidate their investment.

Factors that could affect the market price of our equity securities include, but are not limited to, the following:

- actual or anticipated variations in our quarterly results of operations;
- changes in market valuations of companies in the corrections, detention, or residential reentry industries;
- changes in expectations of future financial performance or changes in estimates of securities analysts;
- changes in government policy, legislation and regulations that affect utilization of the private sector for corrections, detention, and residential reentry services including, but not limited to, immigration policies and government funding proposals;
- fluctuations in stock market prices and volumes;
- issuances and re-purchases of common shares or other securities in the future; and
- announcements by us or our competitors of acquisitions, investments or strategic actions.

The number of shares of our common stock available for future sale could adversely affect the market price of our common stock.

We cannot predict the effect, if any, of future sales of common stock, or the availability of common stock for future sale, on the market price of our common stock. Sales of substantial amounts of common stock, including stock issued under equity compensation plans, or the perception that these sales could occur, may adversely affect prevailing market prices for our common stock.

Future offerings of debt or equity securities ranking senior to our common stock or incurrence of debt (including under our Bank Credit Facility) may adversely affect the market price of our common stock.

If we decide to issue debt or equity securities in the future ranking senior to our common stock or otherwise incur indebtedness (including under our Bank Credit Facility), it is possible that these securities or indebtedness will be governed by an indenture or other instrument containing covenants restricting our operating flexibility and limiting our ability to return capital to our stockholders. Additionally, any convertible or exchangeable securities that we issue in the future may have rights, preferences and privileges, including with respect to distributions, more favorable than those of our common stock and may result in dilution to owners of our common stock. Because our decision to issue debt or equity securities in any future offering or otherwise incur indebtedness will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings or financings, any of which could reduce the market price of our common stock and dilute the value of our common stock.

Our issuance of preferred stock could adversely affect holders of our common stock and discourage a takeover.

Our Board of Directors has the authority to issue up to 50.0 million shares of preferred stock without any action on the part of our stockholders. Our Board of Directors also has the authority, without stockholder approval, to set the terms of any new series of preferred stock that may be issued, including voting rights, dividend rights, liquidation rights and other preferences superior to our common stock. In the event that we issue shares of preferred stock in the future that have preferences superior to our common stock, the rights of the holders of our common stock or the market price of our common stock could be adversely affected. In addition, the ability of our Board of Directors to issue shares of preferred stock without any action on the part of our stockholders may impede a takeover of us and discourage or prevent a transaction that may be favorable to our stockholders.

Our charter and bylaws and Maryland law could make it difficult for a third party to acquire our company.

The Maryland General Corporation Law and our charter and bylaws contain provisions that could delay, deter, or prevent a change in control of our company or our management. These provisions could also discourage proxy contests and make it more difficult for our stockholders to elect directors and take other corporate actions. These provisions:

- authorize us to issue "blank check" preferred stock, which is preferred stock that can be created and issued by our Board of Directors, without stockholder approval, with rights senior to those of common stock;
- provide that directors may be removed with or without cause only by the affirmative vote of at least a majority of the votes of shares entitled to vote thereon; and
- establish advance notice requirements for submitting nominations for election to the Board of Directors and for proposing matters that can be acted upon by stockholders at a meeting.

We are also subject to anti-takeover provisions under Maryland law, which could delay or prevent a change of control. Together, these provisions of our charter and bylaws and Maryland law may discourage transactions that otherwise could provide for the payment of a premium over prevailing market prices for our common stock, and also could limit the price that investors are willing to pay in the future for shares of our common stock.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

None.

ITEM 1C. CYBERSECURITY.

Cybersecurity Risk Management and Strategy

We recognize the importance of developing, implementing and maintaining the integrity of our information technology systems and safeguarding the personal data and confidential information we receive, process or transmit, and store in any format. We have a cybersecurity risk management program, which we refer to as our information security risk management program, in place designed to assess, identify, and manage material risks from cybersecurity threats to our information, data, or information technology systems utilizing a defense-in-depth security strategy that integrates our staff, technology, and operations to establish various security barriers across multiple layers of our operations. Our information security risk management program is designed to employ industry standard practices across our operations and business functions, including access controls, monitoring and analysis of the threat environment, vulnerability assessments, and third-party cybersecurity risks; resilience through detecting and responding to cybersecurity events, incidents, and data disclosures or breaches, business continuity, and disaster recovery capabilities; and investments in cybersecurity infrastructure and technology needs. Key aspects of our information security risk management program include, but are not limited to, the following:

- Surveillance controls and technical protective capabilities, including a centralized security incident event management system, or SIEM, continuous threat detection and response monitoring, and full incident response;
- Routine cybersecurity training for all employees, including social engineering techniques, simulated phishing campaigns, physical access such as tailgating, privacy or handling of sensitive data, and other related topics;
- Established policies and procedures that govern information security and cybersecurity which apply to all employees and information systems we control;
- Business continuity, incident response, and disaster recovery procedures, including routine tabletop incident response exercises, disaster recovery tests, unannounced penetration tests, and security control assessments;
- Network, infrastructure, and application security such as database activity monitoring, encryption, secure file transfer protocols, and application firewalls; and
- Maintaining cybersecurity insurance covering certain security and privacy damages and claim expenses resulting from cybersecurity incidents (we periodically meet with our insurer to discuss trends in cybersecurity).

We engage third parties in connection with assessing, identifying and managing our cybersecurity risks, including, but not limited to, the following:

- Incident response expertise to provide intelligence-based cybersecurity solutions and services to assist us with preparing for, investigating, and responding to cybersecurity incidents, including attacks that target on premise, cloud, and critical infrastructure environments;
- Annual security program assessment of the controls, maturity and performance of our information security risk management program and the information security risks associated with our technology and business systems;
- External and internal penetration and intrusion testing using industry standard tools and techniques;

- Compliance assessments with certain information security standards required under some of our federal contracts;
- Established cadence of reviews, reporting and coordination with government agencies to review cybersecurity metrics, findings and any applicable remediation efforts in accordance with the National Institute of Standards and Technology Cybersecurity Framework, or NIST CSF; and
- Review processes and procedures designed to control access to information systems as part of our Sarbanes-Oxley Act, or SOX, testing.

In addition to the third parties described above, we regularly engage consultants, advisors, service providers and other third parties to help develop and manage our information security risk management program. Further, our internal audit team conducts annual assessments of our information security risk management program and controls.

To help identify and manage cybersecurity and information security risks associated with our use of third-party service providers, we have implemented processes to assess third-party systems which could be compromised in a manner that adversely impacts us and our technology systems. We conduct diligence of significant third-party service providers who will have access to our data or information technology systems and incorporate certain cybersecurity protections in our engagement contracts with such providers. In addition, we require such third-party service providers to promptly notify us of any actual or suspected breach impacting our data or operations.

Our information security risk management program is designed to, among other things, assess, identify and manage material risks from cybersecurity threats. Cybersecurity risks we face include cyberattacks, computer viruses, malicious or destructive code (such as ransomware), social engineering (including phishing, vishing and smishing), denial of service to information or security breach tactics as well as attacks to our website, financial applications, operational technology, telecommunications and human resources data. Our information security risk management program includes technology and processes designed to maintain active awareness of risks to the security of our information or systems. We do not believe that any risks we have identified to date from cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations or financial condition. However, we cannot ensure that future cybersecurity incidents will not materially affect our business strategy, results of operations or financial condition.

For more information on the Company's risks associated with cybersecurity threats and incidents, information and security breaches and technology failures, see Part I, Item 1A. Risk Factors - *Interruption, delay or failure of the provision of our technology services or information systems, or the compromise of the security thereof, could adversely affect our business, financial condition or results of operations.*

Governance

Our information security risk management program is integrated into our overall risk management program. Our BOD has a formalized enterprise risk management program, or ERM Program, which the Risk Committee of the BOD, or Risk Committee, on behalf of the BOD and the Audit Committee of the BOD, oversees. Our ERM Program addresses the identification, prioritization and assessment of a broad range of risks (e.g., cybersecurity, financial, operational, business, reputational, governance and managerial), and the formulation of plans to develop and improve controls for managing these risks or mitigating their effects in an integrated effort involving our BOD, relevant committees of the BOD, management, and other personnel. Our ERM Program is led by our General Counsel and is a component of management's strategic planning process. Our BOD and Risk Committee have primary oversight responsibility regarding our information security risk management program. Our BOD and Risk Committee each receives regular and frequent updates on cybersecurity and information technology matters from management (including our Chief Information Officer, or CIO) and, periodically, from outside experts. For example, the CIO provides reports to our BOD, Technology Steering Committee and Risk Committee regarding information security risks, as well as plans and strategies to mitigate those risks, on a periodic basis.

In addition, our Enterprise Risk Council, or ERC, is a management-level team comprised of a select group of executive officers, vice presidents, and senior managers overseeing risk, which is responsible for managing enterprise risks and planning and organizing the activities of our organization to minimize the effects of risk on our business, operations and financial results. The ERC is led by our General Counsel and our Managing Director, Litigation & Risk Management. The ERC coordinates enterprise risk management reports to the Risk Committee and/or our BOD. Further, the Risk Committee reviews management's information security risk management program controls, including management's assessment of recent information security incidents meeting certain criteria.

We also have a Technology Steering Committee that assists with fulfilling oversight responsibilities of information technology risks, including cybersecurity risks. The Technology Steering Committee is comprised of our executive officers and relevant business leaders from the information security, information technology, legal, human resources, audit, finance, communication and risk functions, and identifies, defines, manages and measures information technology and cybersecurity risks applicable to us on an enterprise level. The Technology Steering Committee meets quarterly, and reviews all cybersecurity risks and incidents meeting certain criteria, and provides oversight with respect to cybersecurity matters at a management level. Further, the Technology Steering Committee reviews management's information security risk management program controls meeting certain criteria.

Our Technology Cybersecurity Committee is comprised of a subset of our Technology Department, including our CIO. The Technology Cybersecurity Committee meets bi-weekly and reviews all cybersecurity risks and incidents meeting certain criteria, provides oversight with respect to cybersecurity matters at a technology management level, and reports through our CIO to the Technology Steering Committee.

We also maintain a management governance structure for reviewing and approving changes related to new and existing systems, software and infrastructure design. Any new items that would require a material change must be reviewed and approved by our architecture review board, or ARB. Non-material changes are governed by the change advisory board, or CAB. The ARB and CAB each meet on a weekly basis and take security impacts into consideration during the decision-making process. All changes, whether approved or rejected, are formally documented in our information technology service management system.

As mentioned above, our SIEM tool monitors threat detection and response continuously. Identified threats create alerts which are monitored and addressed by our information technology team in accordance with internal policies, industry standard practices, and regulatory requirements. Audit logs of external security threats are reviewed weekly as part of general event threat intelligence monitoring procedures. Other ongoing monitoring includes data from our information services team, which maintains an audit trail to detect risks in areas such as unauthorized local connections, network use and remote connections. Vulnerability scans are performed frequently and are supplemented on an ad-hoc basis for specific threats or to test patch status.

Our Sr. Director, Information Security and Privacy Compliance, prepares an incident summary and collaborates with the CIO to conduct an initial assessment of information and cybersecurity incidents. They perform an impact assessment with respect to information or cybersecurity incidents meeting certain criteria and elevate the review of any such information or cybersecurity incidents for review by our executive officers.

Cybersecurity incidents meeting certain criteria are escalated to our Disclosure Committee for SEC disclosure consideration. The materiality of any cybersecurity incident is ultimately evaluated and determined by our Disclosure Committee in collaboration with our CIO. Our Disclosure Committee is comprised of our executive officers, our CIO, our Chief Ethics and Compliance Officer, and relevant business leaders from our finance and legal departments. The Disclosure Committee is presented with a detailed overview of the cybersecurity incident by the CIO. The Disclosure Committee then evaluates the cybersecurity incident and its potential materiality based on SEC guidance and by considering relevant quantitative and qualitative factors.

We have also adopted a cybersecurity incident response plan which provides for controls and procedures in connection with cybersecurity incidents, including these escalation procedures.

At a management level, our information security risk management program is led by our CIO, along with our Sr. Director, Information Security and Privacy Compliance. As of the date of this Annual Report, our Technology Department, led by our CIO, along with our Sr. Director, Information Security and Privacy Compliance, is comprised of nearly 100 technology professionals, with currently 11 of such technology professionals exclusively dedicated to cybersecurity. These security professionals have an average information security/cybersecurity tenure of 6 years and over 30 active certifications from ISC2, ISACA, CompTIA and other industry certification leaders including certifications such as CISSP, CISM, Security+, and CEH, among other advanced Cybersecurity and Technology degrees, tool and process specific certifications, and cybersecurity related work experience. Our Technology Department stays current on cybersecurity issues and trends through continuing education activities such as conferences and participating in webinars, maintaining continuous education requirements for certification bodies, as well as through the monitoring of security and vendor feeds on cybersecurity trends and threats.

ITEM 2. PROPERTIES.

The properties we owned at December 31, 2024 are described under Item 1 and in Note 3 of the Notes to the Consolidated Financial Statements contained in this Annual Report, as well as in Schedule III in Part IV of this Annual Report.

ITEM 3. LEGAL PROCEEDINGS.

The information required under this item can be found in Note 14 of the Notes to the Consolidated Financial Statements contained in this Annual Report and is incorporated by reference in this Part I, Item 3.

ITEM 4. MINE SAFETY DISCLOSURES.

None.

PART II.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market Price of and Distributions on Capital Stock

Our common stock is traded on the New York Stock Exchange, or NYSE, under the symbol "CXW." On February 11, 2025, the last reported sale price of our common stock was $18.04 per share and there were approximately 2,300 registered holders and approximately 43,000 beneficial holders, respectively, of our common stock.

Dividend Policy

In order to qualify as a REIT for the years we elected REIT status, we were generally required to distribute to our stockholders at least 90% of our REIT taxable income (determined without regard to the dividends paid deduction and excluding net capital gains), and we were subject to tax to the extent our net taxable income (including net capital gains) was not fully distributed. We announced on June 17, 2020 that our Board of Directors, or BOD, suspended our quarterly dividend while it evaluated corporate structure and capital allocation alternatives. On August 5, 2020, our BOD voted unanimously to approve a plan to revoke our REIT election and become a taxable C Corporation, effective January 1, 2021; our BOD also voted unanimously to discontinue the quarterly dividend and prioritize allocating our free cash flow to reduce debt levels. In addition, subsequently, our BOD approved a share repurchase program as further described below under the heading “Issuer Purchases of Equity Securities”.

Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1)
October 1, 2024 - October 31, 2024	—	$ —	—	$ 177,897,710
November 1, 2024 - November 30, 2024	—	$ —	—	$ 177,897,710
December 1, 2024 - December 31, 2024	420,007	$ 21.43	420,007	$ 168,898,744
Total	420,007	$ 21.43	420,007	**$ 168,898,744**

(1) During 2022, the BOD approved a share repurchase program to repurchase up to $225.0 million of the Company's common stock. On May 16, 2024, the BOD authorized an increase to the share repurchase program to which the Company may purchase up to an additional $125.0 million in shares of the Company's outstanding common stock, increasing the total aggregate authorization to up to $350.0 million. Repurchases of the Company's outstanding common stock will be made in accordance with applicable securities laws and may be made at the Company's discretion based on parameters set by the BOD from time to time in the open market, through privately negotiated transactions, or otherwise. The share repurchase program has no time limit and does not obligate the Company to purchase any particular amount of its common stock. The authorization for the share repurchase program may be terminated, suspended, increased or decreased by the BOD in its discretion at any time. As of December 31, 2024, the Company had repurchased a total of 14.5 million shares of the Company's common stock at an aggregate cost of approximately $181.1 million.

ITEM 6. [Reserved]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following discussion should be read in conjunction with the consolidated financial statements and notes thereto appearing elsewhere in this Annual Report on Form 10-K, or this Annual Report. In this Annual Report, we use the term, the "Company," "CoreCivic," "we," "us," and "our" to refer to CoreCivic, Inc. and its subsidiaries unless context indicates otherwise. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors, including, but not limited to, those described under "Part I, Item 1A. Risk Factors" and included in other portions of this report.

OVERVIEW

We are a diversified government solutions company with the scale and experience needed to solve tough government challenges in flexible, cost-effective ways. Through three segments, CoreCivic Safety, CoreCivic Community, and CoreCivic Properties, we provide a broad range of solutions to government partners that serve the public good through corrections and detention management, a network of residential reentry centers to help address America's recidivism crisis, and government real estate solutions. We have been a flexible and dependable partner for government for over 40 years. Our employees are driven by a deep sense of service, high standards of professionalism and a responsibility to help government better the public good.

As of December 31, 2024, through our CoreCivic Safety segment, we operated 42 correctional and detention facilities, 38 of which we owned or controlled via a long-term lease, with a total design capacity of approximately 62,000 beds. Through our CoreCivic Community segment, we operated 21 residential reentry centers, which we owned or controlled via a long-term lease, with a total design capacity of approximately 4,000 beds. In addition, through our CoreCivic Properties segment, we owned 6 properties, with a total design capacity of approximately 10,000 beds. We are the nation's largest owner of partnership correctional, detention, and residential reentry facilities and one of the largest prison operators in the United States. Our size and experience provide us with significant credibility with our current and prospective customers, and enable us to generate economies of scale in purchasing power for food services, health care and other supplies and services we offer to our government partners.

See "*Part I, Item 1. Business – Overview*" for a description of how we are organized.

Our Business

Through our CoreCivic Safety and CoreCivic Community segments, we are compensated for providing bed capacity and correctional, detention, and residential reentry services at a per diem rate based upon actual or minimum guaranteed occupancy levels. Federal, state, and local governments are constantly under budgetary constraints putting pressure on governments to control correctional budgets, including per diem rates our customers pay to us as well as pressure on appropriations for building new prison capacity.

The solutions we provide to our federal customers continue to be a significant component of our business. We provide an essential governmental service, and believe our ability to provide flexible solutions and fulfill emergent needs of our federal customers would be very difficult and costly to replicate in the public sector.

On January 26, 2021, then-President Biden issued the Executive Order on Reforming Our Incarceration System to Eliminate the Use of Privately Operated Criminal Detention Facilities, or the Private Prison EO. The Private Prison EO directed the Attorney General to not renew United States Department of Justice, or DOJ, contracts with privately operated criminal detention facilities. Two agencies of the DOJ, the United States Federal Bureau of Prisons, or BOP, and the United States Marshals Service, or USMS, utilize our services. The BOP houses inmates who have been convicted, and the USMS is generally responsible for detainees who are awaiting trial. The Private Prison EO only applied to agencies that are part of the DOJ, which includes the BOP and USMS. We no longer operate any prison contracts for the BOP. U.S. Immigration and Customs Enforcement, or ICE, facilities were not covered by the Private Prison EO, as ICE is an agency of the Department of Homeland Security, or DHS, not the DOJ. For the years ended December 31, 2024 and 2023, the USMS accounted for 21% ($406.4 million) and 21% (400.4 million), respectively, of our total revenue.

Unlike the BOP, the USMS does not own detention capacity and relies on the private sector, along with various government agencies, for its detainee population. We currently have two detention facilities that have direct contracts with the USMS. Because of the lack of alternative bed capacity, one of the contracts was renewed upon its expiration in September 2023, and now expires in September 2028. The second direct contract expires in October 2025. On January 20, 2025, President Trump reversed the Private Prison EO. However, it is possible future administrations could issue similar executive orders restricting the use of private correctional and detention facilities by the federal government.

In March 2020, the World Health Organization declared the outbreak of COVID-19 as a pandemic. As a result, in the first quarter of 2020, the federal government decided to deny entry at the United States southern border to asylum-seekers and anyone crossing the southern border without proper documentation or authority in an effort to contain the spread of COVID-19, a policy known as Title 42. This policy resulted in a reduction to the number of people ICE detained, including in our detention facilities. The financial impact was somewhat mitigated by fixed monthly payments from ICE at certain of our facilities, to ensure ICE has adequate bed capacity in the event of a surge in the future. Based on COVID-19 trends, the DHS allowed Title 42 to expire on May 11, 2023, which has resulted in an increase in the number of undocumented people permitted to enter the United States claiming asylum, and has resulted in an increase in the number of people apprehended and detained by ICE. During 2023, revenue from ICE was $565.5 million compared to $579.5 million during 2019, prior to the implementation of Title 42. During the year ended December 31, 2024, revenue from ICE was $564.8 million. Our revenue from ICE was negatively impacted during the year ended December 31, 2024, by the termination of an inter-governmental service agreement, or IGSA, for the 2,400-bed South Texas Family Residential Center, or STFRC, effective August 9, 2024, a facility we leased from a third-party.

We believe the short- and long-term growth opportunities of our business remain attractive as government agencies consider their emergent needs, as well as the efficiency and offender programming opportunities we provide as flexible solutions to satisfy our partners' needs. We have been in discussions with ICE to utilize additional bed capacity in our portfolio at facilities with existing contracts, and have responded to their requests for information and requests for proposals, or RFPs, for activation of certain of our idle facilities. We have also been in discussions with several state and county government agencies that have experienced challenges in staffing their public-sector facilities and are seeking solutions from the private sector. Further, several of our existing government partners, as well as prospective government partners, have been experiencing growth in offender populations and overcrowded conditions. Governments are continuing to assess their need for correctional space, and several are continuing to consider alternative correctional capacity for their aged or inefficient infrastructure, or are seeking cost savings by utilizing the private sector, which could result in increased future demand for the solutions we provide. For example, on September 25, 2023, we announced that we signed a management contract with Hinds County, Mississippi to care for up to 250 adult male pre-trial detainees at our 2,672-bed Tallahatchie County Correctional Facility in Tutwiler, Mississippi. The initial contract term is for two years, which may be extended for an additional year upon mutual agreement. In addition, on November 16, 2023, we announced that we signed a management contract with the state of Wyoming to care for up to 240 male inmates at the Tallahatchie facility. The term of the contract runs through June 30, 2026. Also on November 16, 2023, we announced that we signed a contract with Harris County, Texas, to care for up to 360 male inmates at the Tallahatchie facility. Upon mutual agreement, Harris County may access an additional 360 beds at the facility. The initial contract term began on December 1, 2023, and was recently renewed for an additional one-year term, which commenced December 1, 2024. Following the recent renewal, the contract may be extended at Harris County's option for up to three additional one-year terms. In addition to the recent contracts with Hinds County, the state of Wyoming, and Harris County, we currently care for residents from the USMS, the state of Vermont, the U.S. Virgin Islands, and Tallahatchie County at the Tallahatchie facility, which demonstrates the flexible solutions that we provide. On November 14, 2023, we announced that we signed a management contract with the state of Montana to care for up to 120 inmates at our 1,896-bed Saguaro Correctional Facility in Eloy, Arizona. The contract is scheduled to expire on October 31, 2025, and may be extended by mutual agreement for a total term of up to seven years. In addition, on August 1, 2024, we entered into a second management contract with the state of Montana to care for an unspecified number of inmates at facilities we operate. The second contract is scheduled to expire on July 31, 2026, and may be extended by mutual agreement for a total term of up to seven years. As of December 31, 2024, we cared for approximately 245 inmates from the state of Montana at our Saguaro facility. We also care for residents from the state of Hawaii and the state of Idaho at the Saguaro facility. On January 16, 2025, we announced that we were awarded a new management contract with the state of Montana to care for additional inmates outside the state of Montana, with 240 inmates expected to arrive at our Tallahatchie facility during

the first quarter of 2025. We also manage the fully occupied company-owned Crossroads Correctional Center in Shelby, Montana for the state of Montana pursuant to a separate management contract.

Further, in December 2021, the state of Arizona awarded us a contract for up to 2,706 inmates at our 3,060-bed La Palma Correctional Center in Arizona, which commenced in April 2022. We are not aware of a larger prison contract awarded to the private sector by any state in over a decade. In August 2022, we completed the sale of the 1,978-bed McRae Correctional Facility to the Georgia Building Authority in order to update its aged and inefficient public sector correctional infrastructure.

Governments continue to experience many significant spending demands, and competing budget priorities often impede our customers' ability to construct new prison beds of their own or update their older facilities, which we believe could result in further demand for private sector prison capacity solutions in the long-term. We believe the outsourcing of corrections and detention management services to private operators allows governments to manage increasing inmate populations while simultaneously controlling costs. We believe our customers discover that partnering with private operators to provide residential services to their offenders introduces competition to their correctional system, resulting in improvements to the quality and cost of services throughout their correctional system. Further, the use of facilities owned and managed by private operators allows governments to expand correctional capacity without incurring large capital commitments and allows them to avoid long-term pension obligations for their employees.

We also believe that having beds immediately available to our partners provides us with a distinct competitive advantage when bidding on new contracts. We believe the most significant opportunities for growth are in providing our government partners with available beds within facilities we currently own or that we will develop. Over the long-term, we would like to see meaningful utilization of our available capacity and better visibility from our customers into their potential future needs before we develop new correctional or detention capacity on a speculative basis. We will, however, respond to customer demand and may develop, expand, or acquire correctional and detention facilities when we believe potential long-term returns justify the capital deployment. We also believe that owning the facilities in which we provide management services enables us to more rapidly replace business lost compared with managed-only facilities, since we can offer the same beds to new and existing customers and, with customer consent, may have more flexibility in moving our existing populations to facilities with available capacity. Our management contracts generally provide our customers with the right to terminate our management contracts at any time without cause.

We are actively engaged in marketing our available capacity as solutions to meet the needs of potential customers. Historically, we have been successful in obtaining new contracts when we have an inventory of available beds to provide flexible and immediate solutions to our government customers. As available capacity within existing operating facilities is utilized, we believe increasing demand will result in the utilization of idle bed capacity. Available bed capacity can also be used for emergent needs. For example, as previously mentioned herein, since September 2023, we have announced that we signed new contracts with Hinds County, Mississippi to care for up to 250 inmates, the state of Wyoming to care for up to 240 inmates, and Harris County, Texas to care for up to 360 inmates at our Tallahatchie facility. We also announced that we signed three new contracts with the state of Montana, one to care for up to 120 inmates at our Saguaro facility, the second to care for an unspecified number of inmates at facilities we operate, and the third contract to expand the geographic range of our facilities that can serve the state of Montana.

We also offer our customers an attractive portfolio of correctional, detention, and reentry facilities that can be leased for various needs as an alternative to providing "turn-key" correctional, detention, and residential reentry bed space and services to our government partners. In June 2023, we announced that we had entered into a lease agreement with the Oklahoma Department of Corrections, or ODC, for our 1,670-bed Allen Gamble Correctional Center. The lease agreement includes a base term that commenced on October 1, 2023, with a scheduled expiration date of June 30, 2029, and unlimited two-year renewal options. We previously operated the Allen Gamble facility in our Safety segment under a management contract with the ODC. The management contract was scheduled to expire on June 30, 2023. However, effective July 1, 2023, we entered into a 90-day contract extension for the management contract, after which time, operations of the Allen Gamble facility transferred from us to the ODC in accordance with the lease agreement. In September 2021, we announced that we had entered into a three-year lease agreement with the state of New Mexico at our 596-bed Northwest New Mexico Correctional Center, which was recently extended under an option period for another three-year term. We previously operated the Northwest New Mexico facility in our Safety segment under a contract with the state of New Mexico. The lease agreement commenced on November 1, 2021 and includes extension options that could extend the term of the lease through October 31, 2041. The lease of these two facilities, along with the lease of our 656-bed Southeast Correctional Complex to the Kentucky Department of Corrections, or KYDOC, originating in 2019 demonstrate our ability to react quickly to our partners' needs with innovative, flexible and cost-effective solutions. We previously operated these three correctional facilities for various government partners. We intend to pursue additional opportunities to lease prison facilities to government and other third-party operators in need of correctional capacity.

We also remain steadfast in our efforts to contain costs. Approximately 63% of our operating expenses consist of salaries and benefits. The turnover rate for correctional officers for our company, and for the corrections industry in general, remains high, and staffing challenges were exacerbated by labor shortages and wage pressures in the marketplace as further described under the heading "Results of Operations." We are making investments in systems and processes intended to help manage our workforce more efficiently and effectively, especially with respect to overtime and costs of turnover. We are also focused on workers' compensation and medical benefits costs for our employees due to continued rising healthcare costs throughout the country. Effectively managing these staffing costs requires a long-term strategy to control such costs, and we continue to dedicate resources to enhance our benefits and provide specialized training and career development opportunities to our staff in order to attract and retain quality personnel. Finally, we are evaluating potential cost savings opportunities in areas such as inmate medical expenses, utilities, and maintenance, among others. Through ongoing company-wide initiatives, we continue to focus on efforts to manage costs and improve operating efficiencies.

Through the combination of our operational initiatives to (i) provide valuable and critically needed services that could increase our revenues and increase the utilization of our available beds, (ii) deliver new bed capacity through new facility construction and expansion opportunities, (iii) expand our real estate-only solutions, (iv) grow the utilization of our community corrections facilities, (v) develop or acquire new business offerings that expand the range of solutions we provide to government partners and diversify our cash flows, and (vi) contain our operating expenses, we believe we will be able to maintain our competitive advantage and continue to diversify the range of services we provide to our customers at an attractive price, thereby producing value for our stockholders. As further explained under the heading "Liquidity and Capital Resources," through our revised capital allocation strategy, upon achieving targeted debt reduction levels we began allocating a substantial portion of our free cash flow to returning capital to our shareholders through share repurchases, further enhancing stockholder value.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The consolidated financial statements in this report are prepared in conformity with U.S. generally accepted accounting principles, or GAAP. As such, we are required to make certain estimates, judgments, and assumptions that we believe are reasonable based upon the information available. These estimates and assumptions affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. A summary of our significant accounting policies is described in Note 2 of the Notes to the Consolidated Financial Statements contained in this Annual Report. The significant accounting policies and estimates which we believe are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

Asset impairments. The primary risk we face for asset impairment charges is associated with facilities we own. As of December 31, 2024, we had $2.1 billion in property and equipment, net, including $315.2 million in long-lived assets at nine idled correctional facilities. The net carrying values of the nine idled facilities as of December 31, 2024 were as follows (in thousands):

Prairie Correctional Facility	$ 12,390
Huerfano County Correctional Center	13,625
Diamondback Correctional Facility	36,644
Marion Adjustment Center	9,811
Kit Carson Correctional Center	46,279
West Tennessee Detention Facility	17,632
Midwest Regional Reception Center	48,115
North Fork Correctional Facility	57,444
California City Correctional Center	73,232
	$ 315,172

As of December 31, 2024, we also had one idled non-core facility in our Safety segment containing 240 beds with a total net book value of $2.7 million, and one idled facility in our Community segment containing 60 beds with an aggregate net book value of $1.1 million.

We incurred aggregate operating expenses at these idled facilities of approximately $17.4 million, $12.2 million, and $9.4 million during the period they were idle for the years ended December 31, 2024, 2023, and 2022, respectively. The amount for 2022 excludes $3.5 million of operating expenses incurred at the West Tennessee Detention Facility and the Midwest Regional Reception Center during the three months ended March 31, 2022. The West Tennessee facility was idled upon the expiration of a USMS contract on September 30, 2021, and the Midwest Regional Reception Center was idled upon the expiration of a USMS contract on December 31, 2021. We retained a certain staffing level at both facilities through the first three months of 2022 in order to quickly respond in the event we were able to enter into new contracts with government agencies promptly following the contract expirations. We also continued to incur expenses related to transportation services provided by staff at the Midwest Regional Reception Center during the first three months of 2022.

We evaluate the recoverability of the carrying values of our long-lived assets annually and when events suggest that an impairment may have occurred. Such events primarily include, but are not limited to, the termination of a management contract, a significant decrease in populations within a facility we own in our Safety and Community segments that we believe will be longer than short-term, and the expiration and non-renewal of lease agreements in our Properties segment.

We perform the impairment analyses for each of our idle facilities as well as any other properties in the period when indicators of impairment exist. Our estimates of recoverability are based on projected undiscounted cash flows that are comparable to historical cash flows from management contracts or lease agreements at facilities similar to the idled facilities, including historical operations for the idled facilities when such facilities were operating. Our undiscounted cash flows factor in assumptions around when idle facilities will commence generating revenues based on our best estimates around contract negotiations and market conditions. Our impairment evaluations also take into consideration our historical experience in securing new management contracts to utilize correctional facilities that had been previously idled for substantial periods of time. Such previously idled correctional facilities are currently being operated under contracts that continue to generate cash flows resulting in the recoverability of the net book value of the previously idled facilities by material amounts. Our experience has shown that our facilities could remain idle for substantially longer periods of time than most other types of commercial real estate and, based upon receipt of a new contract, produce future cash flows that would still result in a recovery of the carrying values in a relatively short period of time based on the undiscounted cash flows. We also perform sensitivity analyses that consider reductions to such cash flows. Our sensitivity analyses include reductions in projected cash flows compared to historical cash flows generated by the respective facility as well as prolonged periods of vacancies.

We also evaluate on a quarterly basis, market developments for the potential utilization of each of our idle properties in order to identify events that may cause us to reconsider our assumptions with respect to the recoverability of book values as compared to undiscounted cash flows. We consider the cancellation of a contract in our Safety or Community segment or an expiration and non-renewal of a lease agreement in our Properties segment as indicators of impairment and test each of the idled properties for impairment when we are notified by the respective customers or tenants that they would no longer be utilizing such property.

We can provide no assurance that we will be able to secure agreements to utilize our idle properties, or that we will not incur impairment charges in the future. By their nature, these estimates contain uncertainties with respect to the extent and timing of the respective cash flows due to potential delays or material changes to historical terms and conditions in contracts with prospective customers that could impact the estimate of cash flows. With respect to idle correctional facilities, we believe the short- and long-term trends favor an increase in the utilization of our correctional facilities and management services. This belief is based on our experience in working with governmental agencies faced with significant budgetary challenges, which is a primary contributing factor to the lack of appropriated funding over the past decade to build new bed capacity by the federal and state governments with which we partner, as well as the extensively aged criminal justice infrastructure in the U.S. today. Due to a variety of factors, the lead time to negotiate contracts with our federal and state partners to utilize idle bed capacity at correctional facilities is generally lengthy.

Self-funded insurance reserves. As of December 31, 2024 and 2023, we had $51.3 million and $51.7 million, respectively, in accrued liabilities for employee health, workers' compensation, and automobile insurance claims. We are self-insured for employee health, workers' compensation, and automobile liability insurance claims. As such, our insurance expense is largely dependent on claims experience and our ability to control our claims. We accrue the estimated liability for employee health insurance claims based on our history of claims experience and the estimated time lag between the incident date and the date we pay the claims. We accrue the estimated liability for workers' compensation claims based on an actuarial valuation of the outstanding liabilities using a combination of actuarial methods used to project ultimate losses, and our automobile insurance claims based on estimated development factors on claims incurred. The liability for employee health, workers' compensation, and automobile insurance includes estimates for both claims incurred and for claims incurred but not reported. In recent history, our methods for determining our exposure have remained consistent, and our historical trends have been appropriately factored into our estimates and reserves. As we obtain additional information and refine our methods regarding the assumptions and estimates we use to recognize liabilities incurred, we will adjust our reserves accordingly. Arriving at these estimates, however, requires subjective judgment, and as a result these estimates are uncertain, and our actual exposure may be different from our estimates. It is possible that future cash flows and results of operations could be materially affected by changes in assumptions and new developments.

RESULTS OF OPERATIONS

Our results of operations are impacted by the number of correctional and detention facilities we operated, including 38 we owned or controlled via a long-term lease and four owned by our government partners (CoreCivic Safety), the number of residential reentry centers we owned or controlled via a long-term lease (CoreCivic Community), the number of facilities we leased to government agencies (CoreCivic Properties), and the facilities we owned that were not in operation. The following table sets forth the changes in the number of facilities operated for the years ended December 31, 2024 and 2023.

	Effective Date	CoreCivic Safety	CoreCivic Community	CoreCivic Properties	Total
Facilities as of December 31, 2022		44	23	8	75
Sale of two leased community corrections facilities in Pennsylvania	May 2023	—	—	(2)	(2)
Lease of the Allen Gamble Correctional Center	October 2023	(1)	—	1	—
Sale of a leased property in Georgia	December 2023	—	—	(1)	(1)
Facilities as of December 31, 2023		43	23	6	72
Sale and subsequent expiration of the management contract at a residential reentry center in Colorado	July 2024	—	(1)	—	(1)
Sale of an idled residential reentry center in Oklahoma	July 2024	—	(1)	—	(1)
Termination of the contract and lease agreement at the South Texas Family Residential Center	August 2024	(1)	—	—	(1)
Facilities as of December 31, 2024		**42**	**21**	**6**	**69**

Year Ended December 31, 2024 Compared to the Year Ended December 31, 2023

During the year ended December 31, 2024, net income was $68.9 million, or $0.62 per diluted share, compared with net income of $67.6 million, or $0.59 per diluted share, for the previous year. Financial results for 2024 reflect a gain on the sale of real estate assets of $3.3 million and $3.1 million of asset impairments. Financial results for 2024 also reflect $31.3 million of expenses associated with debt repayments and refinancing transactions. For the year ended December 31, 2024, income tax expense reflects a net benefit of $9.8 million associated with these special items.

Financial results for 2023 reflect an $0.8 million gain on the sale of real estate assets, $2.7 million of asset impairments, and $0.7 million of expenses associated with debt repayments and refinancing transactions. For the year ended December 31, 2023, income tax expense reflects a net expense of $0.2 million associated with these special items and a change in our corporate structure.

Our Current Operations

Our ongoing operations are organized into three principal business segments:

- CoreCivic Safety segment, consisting of the 42 correctional and detention facilities that are owned or controlled via a long-term lease and managed by CoreCivic, as well as those correctional and detention facilities owned by third parties but managed by CoreCivic. CoreCivic Safety also includes the operating results of our subsidiary that provides transportation services to governmental agencies, TransCor America, LLC, or TransCor.
- CoreCivic Community segment, consisting of the 21 residential reentry centers that are owned or controlled via a long-term lease and managed by CoreCivic. CoreCivic Community also includes the operating results of our electronic monitoring and case management services.
- CoreCivic Properties segment, consisting of the 6 correctional real estate properties owned by CoreCivic.

For the years ended December 31, 2024 and 2023, our total segment net operating income, which we define as facility revenue (including interest income associated with finance leases) less operating expenses, was divided among our three business segments as follows:

	For the Years Ended December 31, 2024	2023
Segment:		
Safety	91.1%	84.7%
Community	4.6%	5.2%
Properties	4.3%	10.1%

Facility Operations

A key performance indicator we use to measure the revenue and expenses associated with the operation of the correctional, detention, and residential reentry facilities we own or manage is expressed in terms of a compensated man-day, which represents the revenue we generate and expenses we incur for one offender for one calendar day. Revenue and expenses per compensated man-day are computed by dividing facility revenue and expenses by the total number of compensated man-days during the period. A compensated man-day represents a calendar day for which we are paid for the occupancy of an offender. We believe the measurement is useful because we are compensated for operating and managing facilities at an offender per diem rate based upon actual or minimum guaranteed occupancy levels. We also measure our costs on a per compensated man-day basis, which are largely dependent upon the number of offenders we accommodate. Further, per compensated man-day measurements are also used to estimate our potential profitability based on certain occupancy levels relative to design capacity. Revenue and expenses per compensated man-day for all of the correctional, detention, and residential reentry facilities placed into service that we owned or managed, exclusive of those held for lease, and for TransCor were as follows for the years ended December 31, 2024 and 2023:

	For the Years Ended December 31,	
	2024	2023
Revenue per compensated man-day	**$ 101.50**	$ 98.06
Operating expenses per compensated man-day:		
Fixed expense	**57.08**	55.40
Variable expense	**20.08**	21.19
Total	**77.16**	76.59
Operating income per compensated man-day	**$ 24.34**	$ 21.47
Operating margin	**24.0%**	21.9%
Average compensated occupancy	**75.0%**	71.6%
Average available beds	**68,200**	70,647
Average compensated population	**51,165**	50,566

Revenue

Total revenue consists of management revenue we generate through CoreCivic Safety and CoreCivic Community in the operation of correctional, detention, and residential reentry facilities, as well as the revenue we generate from TransCor and our electronic monitoring and case management services. Total revenue also consists of lease revenue we generate through CoreCivic Properties from facilities we lease to third-party operators. The following table reflects the components of revenue for the years ended December 31, 2024 and 2023 (in millions):

	For the Years Ended December 31,			
	2024	2023	**$ Change**	**% Change**
Management revenue:				
Federal	**$ 1,002.2**	$ 995.2	$ 7.0	0.7%
State	**775.4**	738.6	36.8	5.0%
Local	**50.0**	36.0	14.0	38.9%
Other	**107.9**	76.7	31.2	40.7%
Total management revenue	**1,935.5**	1,846.5	89.0	4.8%
Lease revenue	**26.1**	49.9	(23.8)	(47.7%)
Other revenue	**—**	0.2	(0.2)	(100.0%)
Total revenue	**$ 1,961.6**	$ 1,896.6	$ 65.0	3.4%

The $89.0 million, or 4.8%, increase in total management revenue was primarily a result of an increase in revenue of $64.4 million driven primarily by an increase of 3.5% in average revenue per compensated man-day. The increase in average revenue per compensated man-day primarily resulted from the effect of per diem increases at many of our facilities. The increase in total management revenue was also a result of an increase in revenue of $26.5 million driven primarily by an increase in average daily compensated population from 2023 to 2024, including the revenue generated by one additional day of operations due to a leap year in 2024. The increase in revenue resulting from the increases in average revenue per compensated man-day and average daily compensated population was net of the effect of the reduction in compensated populations at our Allen Gamble Correctional Center and the termination of an IGSA with respect to the STFRC. Notwithstanding the termination of this IGSA, which generated operating margins higher than the portfolio average, we believe the positive impact of the increase in average revenue per compensated man-day at our other facilities has resulted in an increase to our operating margins as residential populations recovered from the impact of COVID-19 and helped offset the wage and employee benefit increases we have been incurring, as further discussed hereinafter. Revenue generated from our electronic monitoring and case management services during 2024 decreased $1.9 million (from $36.7 during 2023 to $34.8 million during 2024).

Average daily compensated population increased 599, or 1.2%, to 51,165 in 2024 compared to 50,566 in 2023. The increase in average daily compensated population was primarily a result of increased occupancy at facilities where ICE is our federal partner. Average daily compensated population also increased as a result of the three new local and state contracts we entered into in late 2023 at our 2,672-bed Tallahatchie County Correctional Facility in Tutwiler, Mississippi and the increase in average daily compensated population resulting from the two new management contracts with the state of Montana, the first of which we entered into in November 2023, and the second of which we entered into in August 2024, which contributed to increases in populations held at our 1,896-bed Saguaro Correctional Facility in Eloy, Arizona. On January 16, 2025, we announced that we were awarded a new management contract with the state of Montana to care for additional inmates outside the state of Montana, with 240 inmates expected to arrive at our Tallahatchie facility during the first quarter of 2025. These increases were partially offset by the termination of an IGSA with respect to the STFRC effective August 9, 2024 and a reduction in compensated populations at our Allen Gamble Correctional Center, which transitioned to a lease in our Properties segment effective October 1, 2023. Average compensated populations at the Allen Gamble facility were 1,071 for the year ended December 31, 2023. Average compensated populations decreased by 944 during 2024 compared to 2023 attributable to the termination of the IGSA with respect to the STFRC effective August 9, 2024.

The solutions we provide to our federal customers, including primarily ICE and the USMS, continue to be a significant component of our business. The federal customers in our Safety and Community segments generated approximately 51% and 52% of our total revenue in 2024 and 2023, respectively, increasing $7.0 million, or 0.7%, in 2024 from 2023. The increase in federal revenue was primarily a result of increased occupancy and per diem increases at certain facilities and as a result of one additional day of operations due to a leap year in 2024, partially offset by the termination of an IGSA with respect to the STFRC.

As previously described herein, Title 42, which was implemented in the first quarter of 2020, resulted in a reduction to the number of people ICE detained, including in our detention facilities. The financial impact of Title 42 was somewhat mitigated by fixed monthly payments from ICE at certain of our facilities, to ensure ICE has adequate bed capacity in the event of a surge in the future. The expiration of Title 42 on May 11, 2023 has resulted in an increase in the number of undocumented people permitted to enter the United States claiming asylum, and has also resulted in an increase in the number of people apprehended and detained by ICE. During 2024, revenue from ICE was $564.8 million compared to $565.5 million during 2023. Given the aforementioned termination of the IGSA with ICE with respect to the STFRC, total management revenues were, and are expected to continue to be, negatively impacted following the August 9, 2024 termination date, when compared to prior periods.

State revenues from contracts at correctional, detention, and residential reentry facilities that we operate increased $36.8 million, or 5.0%, from 2023 to 2024. State revenues increased as a result of per diem increases under a number of our state contracts, as certain states have recognized the need to provide additional funding to address increases in the wages of our employees. State revenues also increased due to higher utilization from the states of Montana and Wyoming due to new management contracts executed during 2023 and 2024, as previously described herein, as well as higher utilization from other states under existing management contracts. State revenues generated during 2024 also benefited from one additional day of operations due to 2024 being a leap year. The increase in state revenues was partially offset by a decrease in state revenues at our Allen Gamble Correctional Center that resulted from a new lease agreement effective October 1, 2023, as further described hereinafter, and is now reported in our Properties segment.

Local revenues from contracts at correctional, detention, and residential reentry facilities that we operate increased $14.0 million, or 38.9%, from 2023 to 2024. The new contracts with Harris County, Texas and Hinds County, Mississippi at our Tallahatchie County Correctional Facility, as previously described herein, contributed to the increase in local revenues in 2024. Local revenues also benefited from the one additional day of operations due to a leap year in 2024.

The $23.8 million, or 47.7%, decrease in lease revenue from 2023 to 2024 primarily resulted from the termination of the lease agreement at our California City Correctional Center effective March 31, 2024 and, to a lesser extent, the sale of the Augusta Transitional Center in December 2023, partially offset by the lease revenue at our Allen Gamble Correctional Center from a new lease agreement that became effective October 1, 2023, all as further described hereinafter. The decrease in lease revenue was also a result of the termination of the lease at our North Fork Correctional Facility effective June 30, 2023, also as further described hereinafter.

Operating Expenses

Operating expenses totaled $1,493.4 million and $1,462.4 million in 2024 and 2023, respectively. Operating expenses consist of those expenses incurred in the operation and management of correctional, detention, and residential reentry facilities, as well as those expenses incurred in the operations of TransCor and our electronic monitoring and case management services. Operating expenses also consist of those expenses incurred in the operation of facilities we lease to third-party operators.

Operating expenses incurred by CoreCivic Safety and CoreCivic Community in connection with the operation and management of our correctional, detention, and residential reentry facilities, as well as those incurred in the operations of TransCor and our electronic monitoring and case management services, increased $31.1 million, or 2.1%, during 2024 compared with 2023. Operating expenses increased primarily as a result of wage increases resulting from labor shortages and wage pressures, as further described hereinafter. We achieved higher staffing levels during 2024 when compared to 2023, and correspondingly, we were able to reduce our use of temporary incentives by $12.8 million as we continued to see improvement in our attraction and retention of facility staff in this challenging labor market. Additionally, operating expenses increased as a result of the new contracts at our Tallahatchie and Saguaro facilities and as a result of the additional day of operations due to 2024 being a leap year. The increase in operating expenses incurred by CoreCivic Safety and Community was partially offset by the new lease of our Allen Gamble Correctional Center, which is now reported in our Properties segment, and the termination of an IGSA with respect to the STFRC effective August 9, 2024, particularly because ICE ceased using the STFRC in early July 2024, which allowed us to reduce operating expenses associated with the STFRC. We leased the STFRC and the site upon which it was constructed from a third-party lessor. Our lease agreement with the third-party lessor was over a base period concurrent with the extended IGSA, which was amended in September 2020 to extend the term of the lease agreement through September 2026. The lease agreement provided us with the ability to terminate the lease with a notification period of at least 60 days if ICE terminated the extended IGSA. Upon being notified by ICE of its intent to terminate the IGSA at the STFRC, we provided notice to the third-party lessor of our intent to terminate the lease agreement effective August 9, 2024. We have no further lease or material other operating expense commitments associated with the STFRC following the termination date on August 9, 2024. We are partnering with the third-party owner of STFRC to market the facility to DHS. However, we can provide no assurance that we will be able to successfully enter into an agreement for the use of the STFRC.

Total expenses per compensated man-day increased to $77.16 during 2024 from $76.59 during 2023. We continue to experience labor shortages and wage pressures in several markets across the country, and have provided customary inflationary wage increases to remain competitive. Although the hiring environment has been progressively improving, recruiting has been particularly challenging since the start of the pandemic due to the front-line nature of the services we provide, and the shortage of nursing staff across the country intensified as a result of the COVID-19 pandemic and the challenging labor market. Further, we have incurred incremental expenses to help ensure sufficient staffing levels under unique and challenging working conditions. While we were able to reduce the use of these temporary incentives by $12.8 million during 2024 when compared to 2023 due to the improving hiring environment, we expect to continue to incur a certain level of incremental expenses in the future, particularly if demand from the federal government for our correctional and detention facilities rapidly increases under the new presidential administration, particularly from ICE, that could result from changes in immigration policy. Incremental expenses include, but may not be limited to, incentive payments to our front-line and field staff, temporary employee housing expenses and other travel related reimbursements, additional paid time off, off-cycle wage increases in certain markets to remain competitive, and registry nursing expenses. These incremental investments have enabled us to increase overall staffing levels, which has contributed to the increase in total expenses per compensated man-day.

We continually monitor compensation levels very closely along with overall economic conditions and will adjust wage levels necessary to help ensure the long-term success of our business. Further, we continually evaluate the structure of our employee benefits package and training programs to ensure we are better able to attract and retain our employees. Salaries and benefits represent the most significant component of our operating expenses, representing approximately 63% and 60% of our total operating expenses during 2024 and 2023, respectively. As previously mentioned, recruiting and retaining staff has been particularly challenging for us and for the corrections and detention industry as a whole. An inability to attract and retain sufficient personnel could prevent us from caring for additional residential populations for government agencies in need of additional capacity due to an increase in inmate populations or an inability to adequately staff their facilities. An inability to attract and retain sufficient personnel in our existing facilities could also cause our government partners to assess liquidated damages, reduce our residential populations, or in certain circumstances, cancel our contracts. We have also been subjected to staff vacancy deductions as a result of the labor shortages, which are reflected as reductions to other management revenue. Estimating vacancy deduction amounts can be complex and subject to management judgment and estimations. Some of our government partners have granted waivers for vacancy deductions in recognition of the unique and challenging labor market, while others have discretionarily adjusted such deductions based on our extraordinary costs, efforts and incentive programs implemented to attract and retain staff.

Variable expenses per compensated man-day decreased to $20.08 during 2024 from $21.19 during 2023. The decrease in variable expenses per compensated man-day during 2024 was primarily a result of a decrease in registry nursing expense of $8.9 million, or $0.49 per compensated man-day when compared to 2023. The decrease in variable expenses per compensated man-day was also a result of decreases in recruiting and travel expenses of $17.5 million, or $0.98 per compensated man-day, when compared to 2023. During 2023, recruiting expenses and travel expenses were higher as we supported our staff who were temporarily deployed across the Company to help address the labor shortages we experienced in certain regions, most notably at our La Palma facility in Arizona. While the shortage of nursing staff across the country continues to be challenging, we have seen, and continue to see, improvement in our recruiting and retention of facility staff, including nursing staff, as we have made investments in higher wages and increased our use of part-time positions, which helped us achieve higher staffing levels. The hiring environment for these positions has also improved.

Operating expenses incurred by CoreCivic Properties in connection with facilities we lease to third-party operators were consistent during 2024 when compared to 2023. The increase in operating expenses in our Properties segment resulting from the transition of the Allen Gamble Correctional Center from our Safety segment to our Properties segment effective October 1, 2023 was offset by the expiration of the lease agreement with the California Department of Corrections and Rehabilitation, or CDCR, at our California City Correctional Center effective March 31, 2024, and by the expiration of the lease agreement with the ODC at our North Fork Correctional Facility effective June 30, 2023, as further described hereinafter.

Facility Management Contracts

We enter into facility management contracts to provide bed capacity and management services to governmental entities in our CoreCivic Safety and CoreCivic Community segments for terms typically ranging from one to five years, with additional renewal periods at the option of the contracting governmental agency. Accordingly, a substantial portion of our facility management contracts are scheduled to expire each year, notwithstanding contractual renewal options that a government agency may exercise. Although we generally expect these customers to exercise renewal options or negotiate new contracts with us, one or more of these contracts may not be renewed by the corresponding governmental agency. Further, our government partners can generally terminate our management contracts for non-appropriation of funds or for convenience.

Additionally, on January 26, 2021, then-President Biden issued the Private Prison EO. The Private Prison EO directed the Attorney General to not renew DOJ contracts with privately operated criminal detention facilities. Two agencies of the DOJ, the BOP and the USMS, utilize our services. The BOP houses inmates who have been convicted, and the USMS is generally responsible for detainees who are awaiting trial. The Private Prison EO only applied to agencies that are part of the DOJ, which includes the BOP and USMS. We no longer operate any prison contracts for the BOP. ICE facilities were not covered by the Private Prison EO, as ICE is an agency of the DHS, not the DOJ. For the years ended December 31, 2024 and 2023, the USMS accounted for 21% ($406.4 million) and 21% ($400.4 million), respectively, of our total revenue.

Unlike the BOP, the USMS does not own detention capacity and relies on the private sector, along with various government agencies, for its detainee population. We currently have two detention facilities that have direct contracts with the USMS. Because of the lack of alternative bed capacity, one of the contracts was renewed upon its expiration in September 2023, and now expires in September 2028. The second direct contract expires in October 2025. On January 20, 2025, President Trump reversed the Private Prison EO. However, it is possible future administrations could issue similar executive orders restricting the use of private correctional and detention facilities by the federal government.

Our management contract at the 300-bed Elizabeth Detention Center in New Jersey is currently scheduled to expire on February 28, 2025. ICE has issued an RFP for up to 600 beds in New Jersey. We have offered the Elizabeth Detention Center under this RFP, but can provide no assurance that we will be awarded a new contract under this RFP. We generated total revenue of $19.6 million at this facility during the twelve months ended December 31, 2024.

Based on information available as of the date of this Annual Report, we believe we will renew all contracts with our government partners that have expired or are scheduled to expire within the next twelve months that could have a material adverse impact on our financial statements. We believe our renewal rate on existing contracts remains high due to a variety of reasons including, but not limited to, the constrained supply of available beds within the U.S. correctional system, our ownership of the majority of the beds we operate, and the cost effectiveness of the services we provide. However, we can provide no assurance that we will continue to achieve high renewal rates in the future.

CoreCivic Safety

CoreCivic Safety includes the operating results of the correctional and detention facilities that we operated during each period. Total revenue generated by CoreCivic Safety increased $85.4 million, or 4.9%, from $1,731.4 million during 2023 to $1,816.9 million during 2024. CoreCivic Safety's facility net operating income increased $59.4 million, or 15.8%, from $374.9 million during 2023 to $434.3 million during 2024. During 2024 and 2023, CoreCivic Safety generated 91.1% and 84.7%, respectively, of our total segment net operating income.

The following table displays the revenue and expenses per compensated man-day for CoreCivic Safety's correctional and detention facilities placed into service that we own and manage and for the facilities we manage but do not own, inclusive of the transportation services provided by TransCor:

	For the Years Ended December 31,	
	2024	2023
CoreCivic Safety Facilities:		
Revenue per compensated man-day	**$ 102.79**	$ 99.53
Operating expenses per compensated man-day:		
Fixed expense	**57.73**	56.25
Variable expense	**20.49**	21.72
Total	**78.22**	77.97
Operating income per compensated man-day	**$ 24.57**	$ 21.56
Operating margin	**23.9%**	21.7%
Average compensated occupancy	**75.7%**	72.2%
Average available beds	**63,785**	65,978
Average compensated population	**48,291**	47,662

Operating margins in the CoreCivic Safety segment have been positively impacted by a 3.3% increase in average revenue per compensated man-day during 2024 when compared to 2023. The increase in average revenue per compensated man-day resulted from the effect of per diem increases at many of our facilities, as we have received per diem increases resulting from additional government appropriations funding to address increases in the wages of our employees. Operating margins in CoreCivic Safety were also positively impacted by decreased variable operating expenses per compensated man-day which were primarily driven by a reduction in registry nursing expenses, as well as travel and recruiting expenses, as previously described herein. The positive impacts on operating margins resulting from the increase in average revenue per compensated man-day and the reduction in variable operating expenses per compensated man-day were partially offset by increased fixed operating expenses per compensated man-day associated with incremental staffing levels, higher wage rates and other staffing related expenses. As previously described herein, we have experienced labor shortages and wage pressures in many markets across the country, and have provided inflationary wage increases above historical averages to remain competitive. Further, we have incurred incremental expenses to help ensure sufficient staffing levels under unique and challenging working conditions, including but not limited to, shift incentive bonuses, recruiting and retention bonuses, temporary employee housing expenses and travel reimbursements, off-cycle wage increases, as well as relocation incentives. While we were able to reduce the use of these temporary incentives during 2024 when compared to 2023, we expect to continue to incur a certain level of additional incremental expenses in future quarters as we expect to continue to invest in staffing resources. We believe the significant investments we have made in our workforce have positioned us to meet the emerging needs of our government partners, as certain government agencies are experiencing an increase in the need for correctional and detention capacity in a post-pandemic environment, including as a result of the expiration of Title 42.

On June 10, 2024, we received notice from ICE of its intent to terminate the IGSA for services at the STFRC, effective August 9, 2024. As a result, we provided notice to the third-party lessor of the facility of our intent to terminate the lease effective as of the same date, with no financial penalties as permitted by the lease agreement. Total revenue generated at the STFRC was $101.2 million and $156.6 million during 2024 and 2023, respectively. Facility net operating income at this facility was $51.5 million and $65.6 million during 2024 and 2023, respectively. The decrease in facility net operating income from 2023 to 2024 at the STFRC, which resulted from the termination, was partially offset by the accelerated recognition of deferred revenue, as well as the accelerated decline in detainee populations in early July 2024, resulting in the elimination of most operating expenses though we continued to generate fixed contractual revenue through the termination date. Even excluding these unique factors positively affecting 2024, the operating margin at STFRC exceeded the average operating margin of our portfolio due to the size and scalability of expenses, and due to the unique design and specialized services provided at the facility. Accordingly, the termination of the contract at this facility had, and will continue to have, a negative impact on operating margins following the termination date. Excluding the STFRC, operating margins in the CoreCivic Safety segment were 22.3% and 19.6% during 2024 and 2023, respectively, further illustrating the improvement in the operating margins of our Safety segment resulting from the increase in occupancy once COVID-19 restrictions were lifted.

On June 14, 2023, we announced that we entered into a lease agreement with the ODC for our 1,670-bed Allen Gamble Correctional Center which, until October 1, 2023, we reported in our CoreCivic Safety segment and operated under a management contract with the ODC. The management contract was scheduled to expire on June 30, 2023. However, effective July 1, 2023, we entered into a 90-day contract extension for the management contract, after which time, operations of the Allen Gamble facility transferred from us to the ODC in accordance with the new lease agreement. Management revenue generated from the ODC at the Allen Gamble facility was $23.0 million for 2023 during the period it was reported in the Safety segment. The Allen Gamble facility incurred a net operating loss of $1.2 million during the period it was reported in the Safety segment during 2023. Upon commencement of the new lease agreement, the Allen Gamble facility has been reported in our CoreCivic Properties segment.

On September 25, 2023, we announced that we signed a management contract with Hinds County, Mississippi to care for up to 250 adult male pre-trial detainees at our 2,672-bed Tallahatchie County Correctional Facility in Tutwiler, Mississippi. The initial contract term is for two years, which may be extended for an additional year upon mutual agreement. We began receiving inmates from Hinds County during October 2023. In addition, on November 16, 2023, we announced that we signed a management contract with the state of Wyoming to care for up to 240 male inmates at the Tallahatchie facility. The term of the contract runs through June 30, 2026. We began receiving inmates from Wyoming in November 2023. Also on November 16, 2023, we announced that we signed a contract with Harris County, Texas, to care for up to 360 male inmates at the Tallahatchie facility. Upon mutual agreement, Harris County may access an additional 360 beds at the facility. The initial contract term began on December 1, 2023, and was recently renewed for an additional one-year term commencing December 1, 2024. Following the recent renewal, the contract may be extended at Harris County's option for up to three additional one-year terms. We began receiving inmates from Harris County in December 2023. As a result of the new contracts, the occupancy percentage at the Tallahatchie facility increased to 53.2% in the fourth quarter of 2024 from 36.8% in the fourth quarter of 2023.

On November 14, 2023, we announced that we signed a management contract with the state of Montana to care for up to 120 inmates at our 1,896-bed Saguaro Correctional Facility in Eloy, Arizona. The contract is scheduled to expire on October 31, 2025, and may be extended by mutual agreement for a total term of up to seven years. We began receiving inmates from the state of Montana in November 2023. In addition, on August 1, 2024, we entered into a second management contract with the state of Montana to care for an unspecified number of inmates at facilities we operate. The second contract is scheduled to expire on July 31, 2026, and may be extended by mutual agreement for a total term of up to seven years. As of December 31, 2024, we cared for approximately 245 inmates from the state of Montana at our Saguaro facility under both of these management contracts. We also care for residents from the state of Hawaii and the state of Idaho at the Saguaro facility. The new contracts represent an expansion of our relationship with the state of Montana where we also manage the fully occupied company-owned Crossroads Correctional Center in Shelby, Montana for the state of Montana pursuant to a separate management contract.

On January 16, 2025, we announced that we were awarded a new management contract with the state of Montana to care for additional inmates outside the state of Montana, with 240 inmates expected to arrive at our Tallahatchie facility during the first quarter of 2025. This latest contract expands the geographic range of our facilities that can serve the state of Montana.

We currently expect demand from the federal government for correctional and detention facilities in our Safety segment to increase under the new presidential administration, particularly from ICE, as a result of anticipated changes in immigration policy and funding levels of our federal government partners charged with correctional and detention responsibilities. This anticipated increase in demand could result in higher utilization of our available capacity under existing contracts, as well as through new contracts utilizing our idle correctional and detention facilities or our other existing capacity. However, we can provide no assurance that the federal government will increase the utilization of our available capacity. Further, the activation of our idle correctional and detention facilities generally requires four to six months to hire, train, and prepare our facilities to accept residential populations, which could result in substantial expenses before we are able to realize additional revenue.

CoreCivic Community

CoreCivic Community includes the operating results of the residential reentry centers that we operated during each period, along with the operating results of our electronic monitoring and case management services. Total revenue generated by CoreCivic Community increased $3.6 million, or 3.1%, from $115.1 million during 2023 to $118.7 million during 2024. CoreCivic Community's facility net operating income decreased $1.4 million, or 6.3%, from $23.2 million during 2023 to $21.7 million during 2024. During 2024 and 2023, CoreCivic Community generated 4.6% and 5.2%, respectively, of our total segment net operating income.

The following table displays the revenue and expenses per compensated man-day for CoreCivic Community's residential reentry facilities placed into service that we own and manage, but exclusive of the electronic monitoring and case management services given that revenue is not generated on a per compensated man-day basis for these services:

	For the Years Ended December 31,	
	2024	2023
CoreCivic Community Facilities:		
Revenue per compensated man-day	**$ 79.68**	$ 73.98
Operating expenses per compensated man-day:		
Fixed expense	**46.09**	41.50
Variable expense	**13.17**	12.37
Total	**59.26**	53.87
Operating income per compensated man-day	**$ 20.42**	$ 20.11
Operating margin	**25.6%**	27.2%
Average compensated occupancy	**65.1%**	62.2%
Average available beds	**4,415**	4,669
Average compensated population	**2,874**	2,904

Operating margins in our CoreCivic Community segment were negatively impacted during 2024 by an increase in operating expenses per compensated man-day which, similar to our CoreCivic Safety segment, were driven, in large part, by higher staffing levels and wage rates. In addition, variable expenses per compensated man-day during 2024 increased over 2023 primarily as a result of the settlement of a legal matter at a facility in the Community segment. The effect of the increased operating expenses per compensated man-day in 2024 was partially offset by an increase in average revenue per compensated man-day, which increased from 2023 primarily as a result of per diem increases at several of our facilities. Because facilities in our Community segment are typically smaller in size than those in our Safety segment, occupancy fluctuations or changes in operating expenses have a larger impact on operating margin per compensated man-day. Accordingly, modest changes in occupancy or operating expenses can have a notable impact on margins in our Community segment.

In January 2024, we completed the sale of our 120-bed Dahlia Facility, a residential reentry center in Denver, Colorado. The Dahlia facility was reported as an asset held for sale as of December 31, 2023. We received gross sales proceeds of $8.0 million on the sale of the Dahlia facility compared to the carrying value of $7.5 million, resulting in a $0.5 million net gain on the sale after transaction related expenses, which was recognized in the first quarter of 2024. We continued to operate the Dahlia facility through the expiration of the management contract in June 2024. During

our period of operation in 2024 and during 2023, this facility generated facility net operating income of $0.2 million and $0.7 million, respectively.

In July 2024, we completed the sale of our idled 390-bed Tulsa Transitional Center, a residential reentry center in Tulsa, Oklahoma. We received net sales proceeds of $3.4 million on the sale of the Tulsa property, resulting in a gain on sale of $1.2 million, which was recognized in the third quarter of 2024.

CoreCivic Properties

CoreCivic Properties includes the operating results of the properties we leased to government agencies during each period. Total revenue generated by CoreCivic Properties decreased $23.8 million, or 47.7%, from $49.9 million during 2023 to $26.1 million during 2024. CoreCivic Properties' facility net operating income decreased $23.8 million, or 66.0%, from $36.0 million during 2023 to $12.3 million during 2024. The decreases in total revenue and net operating income were primarily the result of the termination of the lease at our California City Correctional Center effective March 31, 2024, the termination of the lease at our North Fork Correctional Facility effective June 30, 2023, and the sale of three actively leased properties during 2023, all as further described hereinafter. Net operating income generated by CoreCivic Properties was negatively impacted by the ongoing operating expenses incurred at the currently idle North Fork and California City facilities. The decreases in total revenue and net operating income were net of increases due to the new lease agreement at our Allen Gamble Correctional Center effective October 1, 2023. During 2024 and 2023, CoreCivic Properties generated 4.3% and 10.1%, respectively, of our total segment net operating income.

During 2023, we sold the Roth Hall Residential Reentry Center and the Walker Hall Residential Reentry Center, both located in Philadelphia, Pennsylvania, and the Augusta Transitional Center located in Augusta, Georgia, generating aggregate net sales proceeds of $10.3 million, resulting in a gain on sale of $0.4 million. During our period of ownership in 2023, these three properties generated aggregate facility net operating income of $0.7 million.

On April 25, 2023, we announced that we received notice from the ODC of its intent to terminate the lease agreement for our 2,400-bed North Fork Correctional Facility upon the lease expiration on June 30, 2023. Rental revenue generated from the ODC while the lease was active at the North Fork facility was $6.1 million for 2023. Facility net operating income at this facility was $4.7 million for the period the lease was active in 2023. Upon expiration of the lease, the North Fork facility was idled in the third quarter of 2023. We are marketing the facility to potential customers.

As previously described herein, beginning in the fourth quarter of 2023, a new lease agreement with the ODC for the Allen Gamble Correctional Center commenced, at which time we began reporting the financial results in the CoreCivic Properties segment. The new lease agreement includes a base term that commenced on October 1, 2023, with a scheduled expiration date of June 30, 2029, and unlimited two-year renewal options. Annual lease revenue to be generated from the ODC at the Allen Gamble facility under the new lease agreement will be $7.5 million during the base term. The annual rent during any renewal option term shall be mutually agreed upon by the parties. Revenue and net operating income from the ODC at Allen Gamble was $7.5 million and $4.7 million, respectively, during 2024.

On December 6, 2022, we received notice from the CDCR of its intent to terminate the lease agreement for our 2,560-bed California City Correctional Center by March 31, 2024, due to the state's declining inmate population. The California City facility was idled effective April 1, 2024, and the Company is marketing the facility to potential customers. Rental revenue generated from the CDCR at the California City facility was $8.3 million and $31.1 million during 2024 and 2023, respectively, and facility net operating income was $3.8 million and $25.5 million during 2024 and 2023, respectively, including carrying expenses we continue to incur post lease termination.

General and administrative expense

For the years ended December 31, 2024 and 2023, general and administrative expenses totaled $152.1 million and $136.1 million, respectively. General and administrative expenses consist primarily of corporate management salaries and benefits, professional fees, and other administrative expenses. General and administrative expenses increased primarily as a result of an increase in corporate salaries and benefits, which was primarily related to higher incentive-based compensation.

Depreciation and Amortization

For the years ended December 31, 2024 and 2023, depreciation and amortization expense totaled $128.0 million and $127.3 million, respectively. Depreciation and amortization expense increased primarily as a result of renovations completed at several facilities, partially offset by facilities sold during 2023 and 2024.

Asset impairments

During the third quarter of 2024, we recognized an impairment charge of $3.1 million associated with the terminations of the IGSA and lease agreement with respect to the STFRC effective August 9, 2024. During the third quarter of 2023, we recognized a $2.7 million contract acquisition asset impairment associated with the pursuit of new contracts with a selected technology vendor, as the agreement with the vendor terminated during the third quarter of 2023.

Interest expense, net and expenses associated with debt repayments and refinancing transactions

Interest expense is reported net of interest income and capitalized interest for the years ended December 31, 2024 and 2023. Gross interest expense was $79.7 million and $85.3 million in 2024 and 2023, respectively. Gross interest expense was based on outstanding borrowings under our revolving credit facility, or Revolving Credit Facility, our outstanding term loan, or Term Loan, our outstanding senior unsecured notes, and our outstanding non-recourse mortgage note, as well as the amortization of loan costs and unused facility fees. Gross interest income was $12.3 million in 2024 and 2023. Gross interest income is earned on notes receivable, investments, cash and cash equivalents, and restricted cash. Interest income also includes interest income associated with the 20-year finance receivable associated with the Lansing Correctional Facility lease to the Kansas Department of Corrections, which commenced in January 2020, and amounted to $8.3 million and $8.5 million, in 2024 and 2023, respectively. Net interest expense decreased primarily as a result of debt repayments netting $109.3 million since December 31, 2023, including the repurchase in the open market of $4.6 million principal amount of senior unsecured notes during the fourth quarter of 2024. The decrease in net interest expense was partially offset by an increase in the size of our Term Loan and borrowings under our Revolving Credit Facility during the second and third quarters of 2024.

On October 11, 2023, we entered into a Fourth Amended and Restated Credit Agreement, or the Bank Credit Facility, that, among other things, increased the available borrowings under the Revolving Credit Facility from $250.0 million to $275.0 million, increased the size of the Term Loan from an initial balance of $100.0 million under the previous bank credit facility to $125.0 million, extended the maturity date to October 11, 2028 and made conforming changes to replace the Bloomberg Short-Term Bank Yield, or BSBY, index with a forward-looking term index based on the Secured Overnight Financing Rate, or Term SOFR. At the closing of the Bank Credit Facility, we received approximately $33.8 million of net borrowings before transaction costs as a result of the increased size of the Term Loan. During 2023, we incurred charges of $0.7 million primarily associated with the Bank Credit Facility and for the write-off of loan costs associated with the purchase of $21.0 million of our Old 8.25% Senior Notes (as defined below) and $6.9 million of our 4.75% senior unsecured notes due 2027, or the 4.75% Senior Notes, through open market purchases, net of discounts to the principal balance of the notes repurchased.

As further described herein, on March 4, 2024, we commenced a cash tender offer, or the Tender Offer, for any and all of the $593.1 million outstanding principal amount of our then-outstanding 8.25% senior unsecured notes due 2026, or the Old 8.25% Senior Notes. As a result of the Tender Offer, $494.3 million aggregate principal amount of the Old 8.25% Senior Notes, or approximately 83.3% of the aggregate principal amount of the Old 8.25% Senior Notes outstanding, had been validly tendered and not validly withdrawn. We accepted for purchase and paid for all of the Old 8.25% Senior Notes validly tendered and not validly withdrawn. Further, on March 15, 2024, we announced that we delivered an irrevocable notice to the holders of all our Old 8.25% Senior Notes that had not been validly tendered or had been validly withdrawn in the Tender Offer, that we had elected to redeem in full the Old 8.25% Senior Notes that remained outstanding on April 15, 2024. The remaining Old 8.25% Senior Notes, amounting to $98.8 million, were redeemed on April 15, 2024 with a combination of cash on hand and borrowings under our Revolving Credit Facility. During the third quarter of 2024, we repaid the borrowings under our Revolving Credit Facility. As of December 31, 2024, we had $18.0 million in letters of credit outstanding, resulting in $257.0 million available under our Revolving Credit Facility.

In connection with the Tender Offer, on March 12, 2024, we completed an underwritten registered public offering of $500.0 million aggregate principal amount of 8.25% senior unsecured notes due 2029, or the New 8.25% Senior Notes. The net proceeds from the issuance of the New 8.25% Senior Notes totaled approximately $490.3 million, after deducting underwriting discounts and offering expenses. We used the net proceeds from the offering of the New 8.25% Senior Notes, together with borrowings under our Revolving Credit Facility and cash on hand, to fund the Tender Offer and to redeem the remaining outstanding balance of the Old 8.25% Senior Notes on April 15, 2024. During 2024, we recorded charges totaling $31.3 million associated with the Tender Offer and redemption of the Old 8.25% Senior Notes.

Based on our total leverage ratio, interest on loans under our previous bank credit facility through October 10, 2023 was at a base rate plus a margin of 2.25% or at BSBY plus a margin of 3.25%, and a commitment fee equal to 0.45% of the unfunded balance of the then-existing revolving credit facility. From October 11, 2023 through the first full fiscal quarter of 2024, loans under our Bank Credit Facility bore interest at a base rate plus a margin of 2.25% or at Term SOFR plus a margin of 3.25%, and a commitment fee equal to 0.45% of the unfunded balance of the Revolving Credit Facility, as the interest rate spreads were fixed under the terms of the Bank Credit Facility until the first calculation date occurring after the first full fiscal quarter after the closing date of the Bank Credit Facility. Based on our total leverage ratio as of March 31, 2024, during the second quarter of 2024, the interest rate spread for base rate loans declined to 2.00%, the interest rate spread for Term SOFR loans was reduced to 3.00%, and the commitment fee decreased to 0.40%. Based on our total leverage ratio as of June 30, 2024, during the third quarter of 2024 and for the balance of 2024, the interest rate spread for base rate loans further declined to 1.75%, the interest rate spread for Term SOFR loans was reduced to 2.75%, and the commitment fee decreased to 0.35%.

Gain on sale of real estate assets, net

Gain on sale of real estate assets, net during 2024, includes the $1.2 million gain on the sale of our idled 390-bed Tulsa Transitional Center in July 2024 and the $0.5 million gain on the sale of our 120-bed Dahlia Facility in January 2024, both as previously described herein. During 2024, we also sold two unused parcels of land in Texas generating net sales proceeds of $1.9 million and resulting in an aggregate gain on sale of $1.6 million.

Gain on sale of real estate assets, net during the year ended December 31, 2023, includes the $0.5 gain on the sale of the Augusta Transitional Center in Georgia in our Properties segment, as previously described herein. The gain on the sale was recorded in the fourth quarter of 2023. In addition, during the third quarter of 2023, we sold a vacant parcel of land generating net sales proceeds of $0.5 million and resulting in a gain on sale of $0.4 million. The gain was reported in the third quarter of 2023.

Income tax expense

We recorded income tax expense of $23.1 million and $28.2 million during the years ended December 31, 2024 and 2023, respectively. Income tax expense related to operations for 2024 was net of an income tax benefit of $9.8 million for expenses associated with asset impairments and refinancing transactions, net of the gain on sale of real estate assets, all as previously described herein. Income tax expense for 2024, was also net of an income tax benefit associated with stock-based compensation vesting in the first quarter of 2024. Income tax expense for 2023 included an increase to income tax expense of $0.9 million for the revaluation of net deferred tax liabilities associated with a change in our corporate tax structure. During the first quarter of 2023, we completed a reorganization of our tax structure to simplify and more closely align operations and assets of certain of our subsidiaries and to reduce administrative efforts following our conversion from a real estate investment trust, or REIT, to a taxable C-corporation. Income tax expense related to operations for 2023 was net of an income tax benefit of $0.8 million associated with asset impairments and expenses associated with debt repayments and refinancing transactions, net of the gain on sale of real estate assets.

Our effective tax rate could fluctuate in the future based on changes in estimates of taxable income, the implementation of additional tax planning strategies, changes in federal or state tax rates or laws affecting tax credits available to us, changes in other tax laws, limits on certain deductible expenses, changes in estimates related to uncertain tax positions, or changes in state apportionment factors, as well as changes in the valuation allowance applied to our deferred tax assets that are based primarily on the amount of state net operating losses and tax credits that could expire unused.

Year Ended December 31, 2023 Compared to the Year Ended December 31, 2022

Pursuant to Regulation S-K item 303, a detailed review of our performance for the year ended December 31, 2023 compared to our performance for the year ended December 31, 2022 is set forth in *"Part 2, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations"* of our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on February 20, 2024.

LIQUIDITY AND CAPITAL RESOURCES

Our principal capital requirements are for working capital, capital expenditures, and debt service payments, as well as outstanding commitments and contingencies, as further discussed in the notes to our financial statements. Effective January 1, 2021, we revoked our election to be taxed as a REIT. We believe this conversion in corporate tax structure improves our overall credit profile, as we are able to allocate our free cash flow toward the repayment of debt, which may include the purchase of our outstanding debt in open market transactions, privately negotiated transactions or otherwise, and to exercise more discretion in returning capital to our shareholders, which could include share repurchases and/or future dividends. Any future dividend is subject to our Board of Directors', or BODs', determinations as to the amount of distributions and the timing thereof, as well as limitations under the Company's debt covenants. Any such debt repurchases will depend upon prevailing market conditions, our liquidity requirements, contractual requirements, applicable securities laws requirements, and other factors. We were not able to implement a meaningful share repurchase program under the REIT structure without increasing our debt because a substantial portion of our free cash flow was required to satisfy the distribution requirements under the REIT structure.

Upon achieving targeted debt reduction levels, we began allocating a substantial portion of our free cash flow to returning capital to our shareholders through share repurchases. During 2022, the BOD approved a share repurchase program to purchase up to $225.0 million of our common stock. On May 16, 2024, the BOD authorized an increase to the share repurchase program to which we may purchase up to an additional $125.0 million in shares of our outstanding common stock, increasing the total aggregate authorization to up to $350.0 million. Repurchases of our outstanding common stock are made in accordance with applicable securities laws and may be made at our discretion based on parameters set by our BOD from time to time in the open market, through privately negotiated transactions, or otherwise. The share repurchase program has no time limit and does not obligate us to purchase any particular amount of our common stock. The authorization for the share repurchase program may be terminated, suspended, increased or decreased by the BOD in its discretion at any time. Through December 31, 2023, we completed the repurchase of 10.1 million shares of our common stock at a total cost of $112.6 million, excluding costs associated with the share repurchase program, or $11.16 per share, using cash on hand and cash provided by operations. During 2024, we completed the repurchase of an additional 4.4 million shares of our common stock at a total cost of $68.5 million, excluding costs associated with the share repurchase program, or $15.43 per share. As of December 31, 2024, we had repurchased a total of 14.5 million common shares at an aggregate cost of $181.1 million, or $12.47 per share, using cash on hand and cash provided by operations, and had $168.9 million of repurchase authorization available under the share repurchase program.

We may also pursue attractive growth opportunities, including new development opportunities in our Properties segment, to meet the need to modernize outdated correctional infrastructure across the country, and explore potential opportunities to expand the scope of non-residential correctional alternatives we provide in our Community segment. We may also consider other opportunities for growth, including, but not limited to, potential acquisitions of correctional and detention facilities and businesses within our lines of business and those that provide complementary services, provided we believe such opportunities will broaden our market share, diversify our cash flows, and/or increase the services we can provide to our customers, or when we believe the potential long-term returns justify the capital deployment. Further, we have internally approved $40 million to $45 million of capital expenditures representing an investment above and beyond our annual capital budget associated with potential idle facility activations, in order to prepare these facilities to quickly accept residential populations if opportunities arise, as well as to provide transportation services. We could decide to incur additional capital expenditures in anticipation of additional activations if we have better visibility on specific needs and if the lead time to complete the capital expenditures exceeds the period needed to hire, train, and prepare a facility to accept residential populations.

With the extensively aged criminal justice infrastructure in the U.S. today, we believe we can bring real estate and financing solutions to government agencies as we did in connection with the construction of the Lansing Correctional Facility that commenced operations in January 2020. We financed the construction of the Lansing Correctional Facility 100% with project specific financing, requiring no equity commitment from us. We believe we can also provide other real estate solutions to government agencies faced with extensively aged criminal justice infrastructure, including "turn-key" solutions similar to those we are providing to the states of Wyoming and Montana, as well as Hinds County, Mississippi and Harris County, Texas, pursuant to contracts that commenced during the last fifteen months at our Tallahatchie and Saguaro facilities, as previously described herein, as well as real estate only solutions to government agencies that need correctional capacity where they prefer to operate the facility, similar to the lease of

our Allen Gamble Correctional Center in Oklahoma to the ODC signed in 2023, also as previously described herein. In addition, in August 2022, we completed the sale of the 1,978-bed McRae Correctional Facility to the Georgia Building Authority in order to update its aged and inefficient public sector correctional infrastructure. Most real estate only solutions would not require material capital expenditures if we have existing capacity. However, in the future we could incur capital expenditures to provide replacement capacity for government agencies that have extensively aged criminal justice infrastructure and are in need of new capacity.

As of December 31, 2024, we had cash on hand of $107.5 million, and $257.0 million available under our Revolving Credit Facility. During the years ended December 31, 2024 and 2023, we generated $269.2 million and $231.9 million, respectively, in cash through operating activities. We currently expect to be able to meet our cash expenditure requirements for the next year and beyond utilizing cash on hand, cash flows from operations, and availability under our Revolving Credit Facility. As of December 31, 2024, we had no debt maturities until October 2027.

Our cash flow is subject to the receipt of sufficient funding of and timely payment by contracting governmental entities. If the appropriate governmental agency does not receive sufficient appropriations to cover its contractual obligations, it may terminate our contract or delay or reduce payment to us. Delays in payment from our major customers, which could include the deferral of payments to us during government shutdowns or the termination of contracts from our major customers, could have an adverse effect on our cash flow and financial condition. We have not experienced any unusual delays in payments from our major customers.

Debt

As of December 31, 2024, we had $238.5 million principal amount of unsecured notes outstanding with a fixed stated interest rate of 4.75% and $500.0 million principal amount of unsecured notes outstanding with a fixed stated interest rate of 8.25%, or collectively, the Senior Notes. In addition, as of December 31, 2024, we had $140.2 million outstanding under the Kansas Notes with a fixed stated interest rate of 4.43% and $118.8 million outstanding under our Term Loan with a variable interest rate of 7.2%. We had $18.0 million of letters of credit outstanding under our Revolving Credit Facility at December 31, 2024. There was no amount outstanding under our Revolving Credit Facility as of December 31, 2024. As of December 31, 2024, our total weighted average effective interest rate was 7.3%, while our total weighted average maturity was 5.4 years, and we have no debt maturities until 2027. In 2023, we purchased $21.0 million of the Old 8.25% Senior Notes through open market purchases, reducing the outstanding balance of the Old 8.25% Senior Notes to $593.1 million as of December 31, 2023. In addition, in 2023, we purchased $6.9 million of the 4.75% Senior Notes through open market purchases, reducing the outstanding balance of the 4.75% Senior Notes to $243.1 million as of December 31, 2023. In the fourth quarter of 2024, we purchased $4.6 million of the 4.75% Senior Notes through open market purchases, reducing the outstanding balance of the 4.75% Senior Notes to $238.5 million as of December 31, 2024. The Senior Notes were purchased at a weighted average purchase price of 97% of par during 2023 and 2024. In the future, we could elect to use our free cash flow to purchase additional Senior Notes in open market transactions, privately negotiated transactions or otherwise. We could also use our effective shelf registration statement to issue additional debt securities when we determine that market conditions and the opportunity to utilize the proceeds therefrom are favorable.

On March 4, 2024, we commenced the Tender Offer for any and all of the $593.1 million then-outstanding principal amount of our outstanding Old 8.25% Senior Notes. As a result of the Tender Offer, $494.3 million aggregate principal amount of the Old 8.25% Senior Notes, or approximately 83.3% of the aggregate principal amount of the Old 8.25% Senior Notes outstanding, had been validly tendered and not validly withdrawn. We accepted for purchase and paid for all of the Old 8.25% Senior Notes that were validly tendered and not validly withdrawn. Holders of the Old 8.25% Senior Notes who validly tendered received in cash $1,043.75 per $1,000 principal amount of the Old 8.25% Senior Notes validly tendered, plus accrued and unpaid interest from the October 15, 2023 interest payment date for the Old 8.25% Senior Notes up to, but not including, the settlement date, March 12, 2024. On March 15, 2024, we announced that we delivered an irrevocable notice to the holders of all our Old 8.25% Senior Notes that had not been validly tendered or had been validly withdrawn in the Tender Offer, that we had elected to redeem in full the Old 8.25% Senior Notes that remained outstanding on April 15, 2024. The remaining principal amount of the Old 8.25% Senior Notes, which amounted to $98.8 million, was redeemed on April 15, 2024, at a redemption price equal to 104.125% of the principal amount of the outstanding Old 8.25% Senior Notes, plus accrued and unpaid interest on such Old 8.25% Senior Notes to, but not including, April 15, 2024.

In connection with the Tender Offer of the Old 8.25% Senior Notes, on March 12, 2024, we completed an underwritten registered public offering of the New 8.25% Senior Notes, which are guaranteed by all of CoreCivic's subsidiaries that guarantee the Bank Credit Facility, the 4.75% Senior Notes, and the Old 8.25% Senior Notes, while outstanding. The New 8.25% Senior Notes were offered pursuant to a shelf registration statement on Form S-3, which became effective upon filing with the SEC on March 4, 2024. The net proceeds from the issuance of the New 8.25% Senior Notes totaled approximately $490.3 million, after deducting underwriting discounts and offering expenses. We used the net proceeds from the offering of the New 8.25% Senior Notes, together with borrowings under the Revolving Credit Facility and cash on hand, to fund the Tender Offer of the Old 8.25% Senior Notes and to redeem the remaining outstanding balance of the Old 8.25% Senior Notes on April 15, 2024.

Operating Activities

Our net cash provided by operating activities for the year ended December 31, 2024 was $269.2 million compared with $231.9 million in 2023. Cash provided by operating activities represents our net income plus depreciation and amortization, changes in various components of working capital, and various non-cash charges. Cash provided by operating activities was favorably impacted by an increase in facility net operating income of $34.2 million during 2024 compared to 2023 and an increase in working capital balances of $18.0 million, partially offset by an increase in non-cash revenue in 2024 of $4.8 million compared with 2023 primarily attributable to the accelerated recognition of deferred revenue at the STFRC.

Investing Activities

Our net cash flow used in investing activities was $53.8 million for the year ended December 31, 2024 and was primarily attributable to capital expenditures for facility development and expansions of $8.7 million and $62.4 million for facility maintenance and information technology capital expenditures, partially offset by $13.7 million in net proceeds from the sale of assets.

Our net cash flow used in investing activities was $58.9 million for the year ended December 31, 2023 and was primarily attributable to capital expenditures for facility development and expansions of $4.9 million and $65.4 million for facility maintenance and information technology capital expenditures, partially offset by $11.1 million in net proceeds from the sale of assets.

Financing Activities

Our net cash flow used in financing activities was $222.2 million for the year ended December 31, 2024 and was primarily attributable to debt repayments related to the $593.1 million tender and redemption of the Old 8.25% Senior Notes, the $4.6 million purchase of the 4.75% Senior Notes, and $34.9 million of payments of debt defeasance, issuance and other financing related costs. In addition, our net cash flow used in financing activities was attributable to $11.6 million of scheduled principal repayments under our Term Loan and our non-recourse mortgage note. Our net cash flow used in financing activities also included $77.2 million for the share repurchase program our BOD authorized during the second quarter of 2022, as well as the purchase and retirement of common stock to satisfy withholding taxes in connection with equity-based compensation. Our net cash flow used in financing activities was partially offset by the $500.0 million gross proceeds from the issuance of the New 8.25% Senior Notes. We also borrowed $47.0 million on our Revolving Credit Facility, and repaid such amount during the year.

Our net cash flow used in financing activities was $206.2 million for the year ended December 31, 2023 and was primarily attributable to debt repayments, including $91.2 million related to our previous Term Loan, the $153.8 million redemption of the 4.625% Senior Notes, the $21.0 million purchase of the Old 8.25% Senior Notes, and the $6.9 million purchase of the 4.75% Senior Notes. In addition, our net cash flow used in financing activities was attributable to $9.9 million of scheduled principal repayments under our Term Loan and our non-recourse mortgage note. Our net cash flow used in financing activities also included $43.0 million for the share repurchase program, as well as the purchase and retirement of common stock that was issued in connection with equity-based compensation, and dividend payments on restricted stock units that became vested of $0.1 million. These payments were partially offset by the $125.0 million of proceeds from the aforementioned issuance of the Term Loan in October 2023 associated with the Fourth Amended and Restated Credit Agreement. We also borrowed $125.0 million on our Revolving Credit Facility, and repaid such amount during the year.

Supplemental Guarantor Information

All of the domestic subsidiaries of CoreCivic (as the parent corporation) that guarantee the Bank Credit Facility have provided full and unconditional guarantees of our Senior Notes. All of CoreCivic's subsidiaries guaranteeing the Senior Notes are 100% owned direct or indirect subsidiaries of CoreCivic, and the subsidiary guarantees are full and unconditional and are joint and several obligations of the guarantors.

As of December 31, 2024, neither CoreCivic nor any of its subsidiary guarantors had any material or significant restrictions on CoreCivic's ability to obtain funds from its subsidiaries by dividend or loan or to transfer assets from such subsidiaries.

The indentures governing our Senior Notes contain certain customary covenants that, subject to certain exceptions and qualifications, restrict CoreCivic's ability to, among other things, create or permit to exist certain liens and consolidate, merge or transfer all or substantially all of CoreCivic's assets. In addition, if CoreCivic experiences specific kinds of changes in control, CoreCivic must offer to repurchase all or a portion of the Senior Notes. The offer price for the Senior Notes in connection with a change in control would be 101% of the aggregate principal amount of the notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased to the date of purchase. The indenture related to our New 8.25% Senior Notes additionally limits our ability to incur indebtedness, make restricted payments and investments and prepay certain indebtedness.

The following tables present summarized information for CoreCivic and the subsidiary guarantors, on a combined basis after elimination of (i) intercompany transactions and balances among CoreCivic and the subsidiary guarantors and (ii) equity in earnings from, and any investments in, any subsidiary that is a non-guarantor (in thousands).

	December 31,	
	2024	2023
Current assets	**$ 439,388**	$ 460,475
Real estate and related assets	**2,253,129**	2,323,562
Other assets	**93,617**	175,413
Total non-current assets	**2,346,746**	2,498,975
Current liabilities	**271,220**	284,886
Long-term debt, net	**841,208**	945,949
Other liabilities	**179,670**	246,903
Total long-term liabilities	**1,020,878**	1,192,852

	For the Years Ended December 31,	
	2024	2023
Revenue	**$ 1,958,953**	$ 1,895,291
Operating expenses	**1,491,980**	1,462,414
Other expenses	**280,093**	263,401
Total expenses	**1,772,073**	1,725,815
Income before income taxes	**86,598**	92,437
Net income	**63,503**	64,203

Funds from Operations

Funds From Operations, or FFO, is a widely accepted supplemental non-GAAP measure utilized to evaluate the operating performance of real estate companies. The National Association of Real Estate Investment Trusts, or NAREIT, defines FFO as net income computed in accordance with GAAP, excluding gains or losses from sales of property and extraordinary items, plus depreciation and amortization of real estate and impairment of depreciable real estate and after adjustments for unconsolidated partnerships and joint ventures calculated to reflect funds from operations on the same basis. As a company with extensive real estate holdings, we believe FFO is an important supplemental measure of our operating performance and believe it is frequently used by securities analysts, investors and other interested parties in the evaluation of REITs and other real estate operating companies, many of which present FFO when reporting results.

We also present Normalized FFO as an additional supplemental measure as we believe it is more reflective of our core operating performance. We may make adjustments to FFO from time to time for certain other income and expenses that we consider non-recurring, infrequent or unusual, even though such items may require cash settlement, because such items do not reflect a necessary or ordinary component of our ongoing operations. Normalized FFO excludes the effects of such items.

FFO and Normalized FFO are supplemental non-GAAP financial measures of real estate companies' operating performance, which do not represent cash generated from operating activities in accordance with GAAP and therefore should not be considered an alternative for net income or as a measure of liquidity. Our method of calculating FFO and Normalized FFO may be different from methods used by other REITs and real estate operating companies and, accordingly, may not be comparable to such REITs and other real estate operating companies.

Our reconciliation of net income to FFO and Normalized FFO for the years ended December 31, 2024, 2023, and 2022 is as follows (in thousands):

	For the Years Ended December 31,		
	2024	2023	2022
FUNDS FROM OPERATIONS:			
Net income	**$ 68,868**	$ 67,590	$ 122,320
Depreciation and amortization of real estate assets	**99,865**	98,076	96,917
Impairment of real estate assets	**2,418**	—	4,392
Gain on sale of real estate assets, net	**(3,262)**	(798)	(87,728)
Income tax expense for special items	**242**	226	21,995
Funds From Operations	**168,131**	165,094	157,896
Expenses associated with debt repayments and refinancing transactions	**31,316**	686	8,077
Income tax expense associated with change in corporate tax structure and other special tax items	**—**	930	—
Shareholder litigation expense	**—**	—	1,900
Other asset impairments	**690**	2,710	—
Income tax benefit for special items	**(10,023)**	(984)	(2,657)
Normalized Funds From Operations	**$ 190,114**	$ 168,436	$ 165,216

Material Cash Requirements

The following table summarizes our material cash requirements related to borrowings, contracts and leases by the indicated period as of December 31, 2024 (in thousands):

	Payments Due By Year Ending December 31,						
	2025	2026	2027	2028	2029	Thereafter	Total
Long-term debt	$12,073	$15,701	$257,823	$ 97,995	$507,985	$105,803	$ 997,380
Interest on senior and mortgage notes	58,692	58,425	58,136	46,497	25,536	27,261	274,547
Contractual facility developments and other commitments	4,108	—	—	—	—	—	4,108
Leases	5,388	4,956	4,278	3,833	3,453	8,358	30,266
Total	$80,261	$79,082	$320,237	$148,325	$536,974	$141,422	$1,306,301

The cash obligations in the table above do not include future cash obligations for variable interest expense associated with our Term Loan or the balance outstanding on our Revolving Credit Facility, if any, as projections would be based on future outstanding balances as well as future variable interest rates, and we are unable to make reliable estimates of either. Certain of our other ongoing construction projects are not currently under contract and thus are not included as a contractual obligation above as we may generally suspend or terminate such projects without substantial penalty.

We had $18.0 million of letters of credit outstanding at December 31, 2024 primarily to support our requirement to repay fees and claims under our self-insured workers' compensation plan in the event we do not repay the fees and claims due in accordance with the terms of the plan, and for a debt service reserve requirement under terms of the Kansas Notes. The letters of credit are renewable annually. We did not have any draws under these outstanding letters of credit during 2024, 2023, or 2022.

INFLATION

Many of our contracts include provisions for inflationary indexing, which may mitigate an adverse impact of inflation on net income. However, a substantial increase in personnel costs, workers' compensation, utilities, food, and medical expenses could have an adverse impact on our results of operations in the future to the extent that these expenses increase at a faster pace than the per diem or fixed rates we receive for our management services. We outsource our food service operations to a third party. The contract with our outsourced food service vendor contains certain protections against increases in food costs.

SEASONALITY AND QUARTERLY RESULTS

Certain aspects of our business are subject to seasonal fluctuations. Because we are generally compensated for operating and managing correctional, detention, and reentry facilities at a per diem rate, our financial results are impacted by the number of calendar days in a fiscal quarter. Our fiscal year follows the calendar year and therefore, our daily profits for the third and fourth quarters include two more days than the first quarter (except in leap years) and one more day than the second quarter. Further, salaries and benefits represent the most significant component of operating expenses. Significant portions of our unemployment taxes are recognized during the first quarter, when base wage rates reset for unemployment tax purposes. Quarterly results are also affected by government funding initiatives, acquisitions, the timing of the opening of new facilities, or the commencement of new management contracts and related start-up expenses which may mitigate or exacerbate the impact of other seasonal influences. Because of seasonality factors, and other factors described herein, results for any quarter are not necessarily indicative of the results that may be achieved for the full fiscal year.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Our primary market risk exposure is to changes in U.S. interest rates. We are exposed to market risk related to our Bank Credit Facility because the interest rates on these loans are subject to fluctuations in the market. We were also exposed to market risk related to our Term Loan B prior to its prepayment in full in May 2022. If the interest rate for our outstanding indebtedness under the Bank Credit Facility and the Term Loan B was 100 basis points higher or lower (but not less than 0%) during the years ended December 31, 2024, 2023, and 2022, our interest expense, net of amounts capitalized, would have been increased by $1.3 million, $1.1 million, and $1.4 million, respectively, and would have been decreased by $1.3 million, $1.1 million, and $0.8 million, respectively.

As of December 31, 2024, we had outstanding $500.0 million of senior notes due 2029 with a fixed interest rate of 8.25%, and $238.5 million of senior notes due 2027 with a fixed interest rate of 4.75%. We also had $140.2 million outstanding under the Kansas Notes with a fixed interest rate of 4.43%. Because the interest rates with respect to these instruments are fixed, a hypothetical 100 basis point increase or decrease in market interest rates would not have a material impact on our financial statements.

We may, from time to time, invest our cash in a variety of short-term financial instruments. These instruments generally consist of highly liquid investments with original maturities at the date of purchase of three months or less. While these investments are subject to interest rate risk and will decline in value if market interest rates increase, a hypothetical 100 basis point increase or decrease in market interest rates would not materially affect the value of these instruments. See the risk factor discussion captioned "*Rising interest rates increase the cost of our variable rate debt*" under *Part 1, Item 1A* of this Annual Report on Form 10-K for more discussion on interest rate risks that may affect our financial condition.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

The financial statements and supplementary data required by Regulation S-X are included in this Annual Report on Form 10-K commencing on Page F-1.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES.

Management's Evaluation of Disclosure Controls and Procedures

An evaluation was performed under the supervision and with the participation of our senior management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act as of the end of the period covered by this Annual Report. Based on that evaluation, our officers, including our Chief Executive Officer and Chief Financial Officer, concluded that as of the end of the period covered by this Annual Report our disclosure controls and procedures are effective to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and information required to be disclosed in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

Management's Report on Internal Control over Financial Reporting

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. The Company's internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company's internal control over financial reporting includes those policies and procedures that:

i. pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company;

ii. provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and

iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2024. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework released in 2013. Based on this assessment, management believes that, as of December 31, 2024, the Company's internal control over financial reporting was effective.

The Company's independent registered public accounting firm, Ernst & Young LLP, has issued an attestation report on the Company's internal control over financial reporting. That report begins on page 90.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the fourth fiscal quarter of 2024 that have materially affected, or are likely to materially affect, our internal control over financial reporting.

Report Of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of CoreCivic, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited CoreCivic, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, CoreCivic, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2024 and 2023, the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and financial statement schedule listed in the Index at Item 15(2) and our report dated February 21, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Nashville, Tennessee

February 21, 2025

ITEM 9B. OTHER INFORMATION

None. Without limiting the generality of the foregoing, during the three months ended December 31, 2024, no director or officer (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended) of the Company adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (in each case, as defined in Item 408 of Regulation S-K) for the purchase or sale of the Company's securities.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS.

None.

PART III.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE.

The information required by this Item 10 will appear in, and is hereby incorporated by reference from, the information under the headings "Proposal 1 – Election of Directors-Incumbent Directors Standing for Re-Election," "Executive Officers," "Corporate Governance – Board Meetings and Committees," "Corporate Governance – Director Independence," "Corporate Governance – Certain Relationships and Related Party Transactions," "Corporate Governance – Insider Trading Policy," and "Security Ownership of Certain Beneficial Owners and Management – Section 16(a) Beneficial Ownership Reporting Compliance" in our definitive proxy statement for the 2025 Annual Meeting of Stockholders.

Our Board of Directors has adopted a Code of Ethics and Business Conduct applicable to the members of our Board of Directors and our officers, including our Chief Executive Officer and Chief Financial Officer. In addition, the Board of Directors has adopted Corporate Governance Guidelines and charters for our Audit Committee, Risk Committee, Compensation Committee, Nominating and Governance Committee and Executive Committee. You can access our Code of Ethics and Business Conduct, Corporate Governance Guidelines and current committee charters under the "Investor Relations" tab on our website at www.corecivic.com.

ITEM 11. EXECUTIVE COMPENSATION.

The information required by this Item 11 will appear in, and is hereby incorporated by reference from, the information under the headings "Corporate Governance – Equity Grant Practices" and "Executive and Director Compensation" in our definitive proxy statement for the 2025 Annual Meeting of Stockholders.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The information required by this Item 12 will appear in, and is hereby incorporated by reference from, the information under the heading "Security Ownership of Certain Beneficial Owners and Management – Ownership of Common Stock – Directors and Executive Officers," and "Security Ownership of Certain Beneficial Owners and Management – Ownership of Common Stock – Principal Stockholders" in our definitive proxy statement for the 2025 Annual Meeting of Stockholders.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth certain information as of December 31, 2024 regarding compensation plans under which our equity securities are authorized for issuance.

Plan Category	(a) Number of Securities to be Issued Upon Exercise of Outstanding Options	(b) Weighted – Average Exercise Price of Outstanding Options	(c) Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
Equity compensation plans approved by stockholders	—	$ —	5,153,899 (1)
Equity compensation plans not approved by stockholders	—	—	—
Total	—	$ —	5,153,899

(1) Reflects shares of common stock available for issuance under our Amended and Restated 2020 Stock Incentive Plan, the only equity compensation plan approved by our stockholders under which we continue to grant awards.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS AND DIRECTOR INDEPENDENCE.

The information required by this Item 13 will appear in, and is hereby incorporated by reference from, the information under the heading "Corporate Governance – Certain Relationships and Related Party Transactions" and "Corporate Governance – Director Independence" in our definitive proxy statement for the 2025 Annual Meeting of Stockholders.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.

The information required by this Item 14 will appear in, and is hereby incorporated by reference from, the information under the heading "Proposal 2 – Non-Binding Ratification of Appointment of Independent Registered Public Accounting Firm" in our definitive proxy statement for the 2025 Annual Meeting of Stockholders.

PART IV.

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

The following documents are filed as part of this Annual Report:

(1) Financial Statements:

The financial statements as set forth under Item 8 of this Annual Report on Form 10-K have been filed herewith, beginning on page F-1 of this Annual Report.

(2) Financial Statement Schedules:

Schedule III-Real Estate Assets and Accumulated Depreciation.

Information with respect to this item begins on page F-39 of this Annual Report on Form 10-K. Other schedules are omitted because of the absence of conditions under which they are required or because the required information is given in the financial statements or notes thereto.

(3) Exhibits:

* Filed herewith.

** Furnished herewith.

*** As directed by Item 601(a)(5) or 601(b)(2) of Regulation S-K, as applicable, certain schedules and exhibits to this exhibit are omitted from this filing. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

Management contract or compensatory plan or arrangement.

Other exhibits have previously been filed with the Securities and Exchange Commission (the "Commission") and are incorporated herein by reference:

3.1	Articles of Amendment and Restatement of the Company (previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on May 20, 2013 and incorporated herein by this reference).
3.2	Articles of Amendment of the Company (previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on November 10, 2016 and incorporated herein by this reference).
3.3	Eleventh Amended and Restated Bylaws of the Company (previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on December 15, 2023 and incorporated herein by this reference).
4.1	Specimen of certificate representing shares of the Company's Common Stock (previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on November 10, 2016 and incorporated herein by this reference).
4.2	Indenture (2023 Notes), dated as of April 4, 2013, by and among the Company, certain of its subsidiaries, and U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.3 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on April 8, 2013 and incorporated herein by this reference).
4.3	Indenture (2022 Notes, 2026 Notes and 2027 Notes), dated as of September 25, 2015, by and between the Company and U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on September 25, 2015 and incorporated herein by this reference).
4.4	Indenture, (2029 Notes), dated as of March 12, 2024, by and among the Company and Equiniti Trust Company, LLC, as Trustee (previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on March 12, 2024 and incorporated herein by this reference).

4.5	Form of 4.625% Senior Note due 2023 (incorporated by reference to Exhibit A to Exhibit 4.2 hereof).
4.6	Form of 4.75% Senior Note due 2027 (incorporated by reference to Exhibit A to Exhibit 4.10 hereof).
4.7	Form of 8.25% Senior Note due 2026 (incorporated by reference to Exhibit A to Exhibit 4.16 hereof).
4.8	Form of 8.25% Senior Note due 2029 (previously filed as Exhibit 4.3 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on March 12, 2024 and incorporated herein by this reference).
4.9	Supplemental Indenture (2023 Notes), dated as of September 4, 2013, by and among the Company, certain of its subsidiaries, and U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.2 to the Company's Quarterly Report on Form 10-Q (Commission File no. 001-16109), filed with the Commission on November 7, 2013 and incorporated herein by this reference).
4.10	Second Supplemental Indenture (2027 Notes), dated as of October 13, 2017, by and among the Company, the Guarantors, and U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.2 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on October 13, 2017 and incorporated herein by this reference).
4.11	Schedule of additional Supplemental Indentures (2023 Notes), relating to the Supplemental Indenture in Exhibit 4.6 hereof (previously filed as Exhibit 4.12 to the Company's Annual Report on Form 10-K (Commission File no. 001-16109), filed with the Commission on February 25, 2016 and incorporated herein by this reference).
4.12	Supplemental Indenture (2023 Notes), dated as of January 7, 2019, by and among the Company, certain of its subsidiaries, and Regions Bank, successor-in-interest to U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.2 to the Company's Quarterly Report on Form 10-Q (Commission File No. 001-16109), filed with the Commission on May 9, 2019 and incorporated herein by this reference).
4.13	Supplemental Indenture (2027 Notes), dated as of January 7, 2019, by and among the Company, certain of its subsidiaries, and Regions Bank, successor-in-interest to U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.4 to the Company's Quarterly Report on Form 10-Q (Commission File No. 001-16109), filed with the Commission on May 9, 2019 and incorporated herein by this reference).
4.14	Supplemental Indenture (2023 Notes), dated as of February 3, 2020, by and among the Company, certain of its subsidiaries, and Regions Bank, successor-in-interest to U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.1 to the Company's Quarterly Report on Form 10-Q (Commission File No. 001-16109), filed with the Commission on May 7, 2020 and incorporated herein by this reference).
4.15	Supplemental Indenture (2027 Notes), dated as of February 3, 2020, by and among the Company, certain of its subsidiaries, and Regions Bank, successor-in-interest to U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.3 to the Company's Quarterly Report on Form 10-Q (Commission File No. 001-16109), filed with the Commission on May 7, 2020 and incorporated herein by this reference).
4.16	Third Supplemental Indenture (2026 Notes), dated as of April 14, 2021, by and among the Company, certain of its subsidiaries, and Regions Bank, successor-in-interest to U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.2 to the Company's Current Report on Form 8-K (Commission File No. 001-16109), filed with the Commission on April 14, 2021 and incorporated herein by this reference).
4.17	Fourth Supplemental Indenture (2026 Notes), dated as of September 29, 2021, by and among the Company, certain of its subsidiaries, and Regions Bank, successor-in-interest to U.S. Bank National Association, as Trustee (previously filed as Exhibit 4.3 to the Company's Current Report on Form 8-K (Commission File No. 001-16109), filed with the Commission on September 19, 2021 and incorporated herein by this reference).
4.18	Supplemental Indenture (2029 Notes) dated as of March 12, 2024, by and among the Company, certain subsidiary guarantors and Equiniti Trust Company, LLC, as Trustee (previously filed as Exhibit 4.2 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on March 12, 2024 and incorporated herein by this reference).

4.19	Description of Securities of CoreCivic, Inc. (previously filed as Exhibit 4.16 to the Company's Current Report on Form 10-K (Commission File no. 001-16109), filed with the Commission on February 20, 2024 and incorporated herein by this reference).
10.1***	Fourth Amended and Restated Credit Agreement, dated October 11, 2023 (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109, filed with the Commission on October 12, 2023 and incorporated herein by this reference).
10.2***	Third Amended and Restated Credit Agreement, dated May 12, 2022 (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on May 13, 2022 and incorporated herein by this reference).
10.3	Second Amended and Restated Credit Agreement, dated as of April 17, 2018 (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on April 18, 2018 and incorporated herein by this reference).
10.4	First Amendment to Second Amended and Restated Credit Agreement, dated August 4, 2020, to the Second Amended and Restated Credit Agreement, dated as of April 17, 2018 (previously filed as Exhibit 10.2 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on August 5, 2020 and incorporated herein by this reference).
10.5#	The Company's Non-Employee Directors' Compensation Plan (previously filed as Appendix C to the Company's definitive Proxy Statement relating to its Annual Meeting of Stockholders (Commission File no. 001-16109), filed with the Commission on April 11, 2003 and incorporated herein by this reference).
10.6#	The Company's Amended and Restated 2008 Stock Incentive Plan (previously filed as Exhibit 10.1 of the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on May 17, 2011 and incorporated herein by this reference).
10.7#	Form of Executive Restricted Stock Unit Award Agreement for the Company's Amended and Restated 2008 Stock Incentive Plan (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on March 21, 2012 and incorporated herein by this reference).
10.8#	Form of Non-Employee Directors Restricted Stock Unit Award Agreement with deferral provisions for the Company's Amended and Restated 2008 Stock Incentive Plan (previously filed as Exhibit 10.2 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on March 21, 2012 and incorporated herein by this reference).
10.9#	Form of Non-Employee Directors Restricted Stock Unit Award Agreement for the Company's Amended and Restated 2008 Stock Incentive Plan (previously filed as Exhibit 10.3 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on March 21, 2012 and incorporated herein by this reference).
10.10#	Form of Restricted Stock Unit Award Agreement for the Company's Amended and Restated 2008 Stock Incentive Plan (Time-Vesting Form for Executive Officers) (previously filed as Exhibit 10.23 to the Company's Annual Report on Form 10-K (Commission File no. 001-16109), filed with the Commission on February 27, 2013 and incorporated herein by this reference).
10.11#	Amended and Restated Non-Employee Director Deferred Compensation Plan (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on August 16, 2007 and incorporated herein by this reference).
10.12#	Amendment to the Amended and Restated Non-Employee Director Deferred Compensation Plan (previously filed as Exhibit 10.35 to the Company's Annual Report on Form 10-K (Commission File no. 001-16109), filed with the Commission on February 24, 2010 and incorporated herein by this reference).
10.13#	Amended and Restated Executive Deferred Compensation Plan (previously filed as Exhibit 10.2 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on August 16, 2007 and incorporated herein by this reference).

10.14#	Form of Indemnification Agreement (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on August 18, 2009 and incorporated herein by this reference).
10.15***	Term Loan Credit Agreement, dated as of December 18, 2019, by and among the Company, Nomura Corporate Funding Americas, LLC, as Administrative Agent and Nomura Securities International, Inc., as a Lead Arranger and Bookrunner (previously filed as Exhibit 10.19 to the Company's Annual Report on Form 10-K (Commission File no. 001-16109), filed with the Commission on February 20, 2020 and incorporated herein by this reference).
10.16	First Amendment to Term Loan Credit Agreement, dated August 4, 2020, to the Term Loan Credit Agreement, dated as of December 18, 2019 (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on August 5, 2020 and incorporated herein by this reference).
10.17#	The Company's Second Amended and Restated 2008 Stock Incentive Plan (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on May 12, 2017 and incorporated herein by this reference).
10.18#	The Company's 2020 Stock Incentive Plan (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on May 18, 2020 and incorporated herein by this reference).
10.19#	Form of Executive Time-Based Restricted Share Unit Award Agreement for the Company's 2020 Stock Incentive Plan (previously filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (Commission File no. 001-16109), filed with the Commission on August 6, 2020 and incorporated herein by this reference).
10.20#	Form of Executive Performance-Based Restricted Share Unit Award Agreement for the Company's 2020 Stock Incentive Plan (previously filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (Commission File no. 001-16109), filed with the Commission on August 6, 2020 and incorporated herein by this reference).
10.21#	Form of Non-Employee Director Restricted Share Unit Agreement for the Company's 2020 Stock Incentive Plan (previously filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (Commission File no. 001-16109), filed with the Commission on August 6, 2020 and incorporated herein by this reference).
10.22#	Form of Non-Employee Director Restricted Share Unit Agreement with deferral provisions for the Company's 2020 Stock Incentive Plan (previously filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (Commission File no. 001-16109), filed with the Commission on August 6, 2020 and incorporated herein by this reference).
10.23#	The Company's Amended and Restated 2020 Stock Incentive Plan (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on May 16, 2022 and incorporated herein by this reference).
10.24#	The Company's Executive Severance and Change in Control Plan (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (Commission File no. 001-16109), filed with the Commission on December 15, 2023 and incorporated herein by this reference).
19*	Second Amended and Restated Insider Trading Guidelines
21.1*	Subsidiaries of the Company.
22.1*	List of Guarantor Subsidiaries.
23.1*	Consent of Independent Registered Public Accounting Firm.
31.1*	Certification of the Company's Chief Executive Officer pursuant to Securities and Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

31.2*	Certification of the Company's Chief Financial Officer pursuant to Securities and Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of the Company's Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of the Company's Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
97	CoreCivic, Inc. NYSE Executive Compensation Recoupment Policy (previously filed as Exhibit 97 to the Company's Current Report on Form 10-K (Commission File no. 001-16109), filed with the Commission on February 20, 2024 and incorporated herein by this reference).
101.INS*	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase.
104*	The cover page from the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, formatted in Inline XBRL (included in Exhibit 101).

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Annual Report to be signed on its behalf by the undersigned, thereunto duly authorized.

CORECIVIC, INC.

Date: February 21, 2025

By:/s/ Damon T. Hininger
Damon T. Hininger, Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

/s/ Damon T. Hininger — February 21, 2025
Damon T. Hininger, Chief Executive Officer
(Principal Executive Officer and Director)

/s/ David M. Garfinkle — February 21, 2025
David M. Garfinkle, Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

/s/ Mark A. Emkes — February 21, 2025
Mark A. Emkes, Chairman of the Board of Directors

/s/ Robert J. Dennis — February 21, 2025
Robert J. Dennis, Director

/s/ Alexander R. Fischer — February 21, 2025
Alexander R. Fischer

/s/ Catherine Hernandez-Blades — February 21, 2025
Catherine Hernandez-Blades

/s/ Stacia A. Hylton — February 21, 2025
Stacia A. Hylton, Director

/s/ Harley G. Lappin — February 21, 2025
Harley G. Lappin, Director

/s/ Anne L. Mariucci — February 21, 2025
Anne L. Mariucci, Director

/s/ Thurgood Marshall, Jr. — February 21, 2025
Thurgood Marshall, Jr., Director

/s/ Devin I. Murphy — February 21, 2025
Devin I. Murphy, Director

/s/ John R. Prann, Jr. — February 21, 2025
John R. Prann, Jr., Director

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Consolidated Financial Statements of CoreCivic, Inc. and Subsidiaries

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of CoreCivic, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of CoreCivic, Inc. and subsidiaries (the Company) as of December 31, 2024 and 2023, the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and financial statement schedule listed in the Index at Item 15(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 21, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Impairment of Idle Facilities

Description of the Matter

At December 31, 2024, the Company's property and equipment, net of accumulated depreciation, was $2.1 billion, which includes $315.2 million related to nine idle correctional facilities and $3.8 million related to other idle facilities. As discussed in Note 2 and Note 5 to the consolidated financial statements, long-lived assets other than goodwill are reviewed for impairment when circumstances indicate the carrying value of an asset may not be recoverable. The Company estimates undiscounted cash flows for each facility with an impairment indicator, including the idle facilities described above. When the estimated undiscounted cash flows associated with the asset or group of assets are less than their carrying value, an impairment is recognized as the difference between the carrying value of the asset and its fair value.

Auditing management's evaluation of idle facilities for impairment was subjective due to the estimation uncertainty in determining the future undiscounted cash flows of the idle facilities, including whether and when the Company will obtain contracts to utilize these facilities in the future. These assumptions can be affected by expectations about market conditions as well as management's intent to hold and operate each facility over the term and in the manner assumed in the analysis.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's long-lived asset impairment review process over idle facilities, including controls over management's review of assumptions supporting the projected utilization of idle facilities and the estimated undiscounted cash flows for each facility.

To test the Company's long-lived asset impairment analysis, we performed audit procedures that included, among others, evaluating evidence supporting the projected utilization of idle facilities and the recoverability of net book values based on anticipated cash flows. We also performed sensitivity analyses to evaluate the impact of changes in assumptions on estimated undiscounted cash flows of idle facilities.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Nashville, Tennessee

February 21, 2025

CORECIVIC, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data)

	December 31,	
ASSETS	**2024**	**2023**
Cash and cash equivalents	**$ 107,487**	$ 121,845
Restricted cash	**14,623**	7,111
Accounts receivable, net of credit loss reserve of $4,471 and $6,827, respectively	**288,738**	312,174
Prepaid expenses and other current assets	**38,970**	26,304
Assets held for sale	**—**	7,480
Total current assets	**449,818**	474,914
Real estate and related assets:		
Property and equipment, net of accumulated depreciation of $1,905,508 and $1,821,015, respectively	**2,060,024**	2,114,522
Other real estate assets	**193,105**	201,561
Goodwill	**4,844**	4,844
Other assets	**224,100**	309,558
Total assets	**$ 2,931,891**	$ 3,105,399
LIABILITIES AND STOCKHOLDERS' EQUITY		
Accounts payable and accrued expenses	**$ 273,724**	$ 285,857
Current portion of long-term debt	**12,073**	11,597
Total current liabilities	**285,797**	297,454
Long-term debt, net	**973,073**	1,083,476
Deferred revenue	**12,399**	18,315
Non-current deferred tax liabilities	**89,207**	96,915
Other liabilities	**78,064**	131,673
Total liabilities	**1,438,540**	1,627,833
Commitments and contingencies		
Preferred stock – $0.01 par value; 50,000 shares authorized; none issued and outstanding at December 31, 2024 and 2023	**—**	—
Common stock – $0.01 par value; 300,000 shares authorized; 109,861 and 112,733 shares issued and outstanding at December 31, 2024 and 2023, respectively	**1,099**	1,127
Additional paid-in capital	**1,732,231**	1,785,286
Accumulated deficit	**(239,979)**	(308,847)
Total stockholders' equity	**1,493,351**	1,477,566
Total liabilities and stockholders' equity	**$ 2,931,891**	$ 3,105,399

The accompanying notes are an integral part of these consolidated financial statements.

CORECIVIC, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)

	For the Years Ended December 31,		
	2024	**2023**	**2022**
REVENUE	**$ 1,961,646**	$ 1,896,635	$ 1,845,329
EXPENSES:			
Operating	**1,493,357**	1,462,430	1,413,792
General and administrative	**152,081**	136,084	127,700
Depreciation and amortization	**128,011**	127,316	127,906
Shareholder litigation expense	**—**	—	1,900
Asset impairments	**3,108**	2,710	4,392
	1,776,557	1,728,540	1,675,690
OTHER INCOME (EXPENSE):			
Interest expense, net	**(67,415)**	(72,960)	(84,974)
Expenses associated with debt repayments and refinancing transactions	**(31,316)**	(686)	(8,077)
Gain on sale of real estate assets	**3,262**	798	87,728
Other income	**2,343**	576	986
INCOME BEFORE INCOME TAXES	**91,963**	95,823	165,302
Income tax expense	**(23,095)**	(28,233)	(42,982)
NET INCOME	**$ 68,868**	$ 67,590	$ 122,320
BASIC EARNINGS PER SHARE	**$ 0.62**	$ 0.59	$ 1.03
DILUTED EARNINGS PER SHARE	**$ 0.62**	$ 0.59	$ 1.03

The accompanying notes are an integral part of these consolidated financial statements.

CORECIVIC, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	For the Years Ended December 31,		
	2024	**2023**	**2022**
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	**$ 68,868**	$ 67,590	$ 122,320
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	**128,011**	127,316	127,906
Asset impairments	**3,108**	2,710	4,392
Amortization of debt issuance costs and other non-cash interest	**3,672**	4,446	5,643
Expenses associated with debt repayments and refinancing transactions	**31,316**	686	8,077
Deferred income taxes	**(7,708)**	(2,703)	11,461
Gain on sale of assets	**(3,262)**	(798)	(87,728)
Other expenses and non-cash items	**659**	6,294	7,337
Non-cash revenue and other income	**(7,601)**	(2,783)	(3,998)
Non-cash equity compensation	**25,681**	20,760	17,568
Changes in assets and liabilities, net:			
Accounts receivable, prepaid expenses and other assets	**15,022**	6,704	(35,172)
Accounts payable, accrued expenses and other liabilities	**11,387**	1,679	(24,223)
Net cash provided by operating activities	**269,153**	231,901	153,583
CASH FLOWS FROM INVESTING ACTIVITIES:			
Expenditures for facility development and expansions	**(8,747)**	(4,886)	(23,119)
Expenditures for other capital improvements	**(62,424)**	(65,369)	(58,277)
Net proceeds from sale of assets	**13,738**	11,068	157,680
Other investing activities	**3,609**	313	(3,246)
Net cash provided by (used in) investing activities	**(53,824)**	(58,874)	73,038
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of debt and borrowings from credit facility	**547,000**	250,000	100,000
Scheduled principal repayments	**(11,598)**	(9,895)	(15,064)
Principal repayments of credit facility	**(47,000)**	(125,000)	—
Other repayments of debt	**(597,713)**	(272,936)	(372,346)
Payment of debt defeasance, issuance and other refinancing and related costs	**(34,944)**	(4,632)	(6,402)
Payment of lease obligations for financing leases	**(613)**	(595)	(578)
Purchase and retirement of common stock	**(77,171)**	(43,047)	(79,887)
Dividends paid on restricted stock units	**(136)**	(131)	(886)
Net cash used in financing activities	**(222,175)**	(206,236)	(375,163)
NET DECREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	**(6,846)**	(33,209)	(148,542)
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of period	**128,956**	162,165	310,707
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of period	**$ 122,110**	$ 128,956	$ 162,165
NON-CASH INVESTING AND FINANCING ACTIVITIES:			
Net establishment (lease modification) of right of use assets and lease liabilities	**$ (56,804)**	$ 2,551	$ 2,096
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid during the period for:			
Interest (net of amounts capitalized of $1.0 million in 2022)	**$ 77,725**	$ 81,765	$ 90,815
Income taxes paid	**$ 37,108**	$ 25,888	$ 28,286

The accompanying notes are an integral part of these consolidated financial statements.

CORECIVIC, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022
(in thousands)

	Stockholders' Equity				
	Common Stock		Additional		Total
	Shares	Par Value	Paid-in Capital	Accumulated Deficit	Stockholders' Equity
Balance as of December 31, 2021	120,285	$ 1,203	$1,869,955	$ (498,690)	$ 1,372,468
Net income	—	—	—	122,320	122,320
Retirement of common stock	(7,141)	(71)	(79,816)	—	(79,887)
Dividends on RSUs	—	—	—	(61)	(61)
Restricted stock compensation, net of forfeitures	—	—	17,568	—	17,568
Restricted stock grants	1,844	18	(18)	—	—
Balance as of December 31, 2022	114,988	$ 1,150	$1,807,689	$ (376,431)	$ 1,432,408
Net income	—	—	—	67,590	67,590
Retirement of common stock	(3,936)	(40)	(43,146)	—	(43,186)
Dividends on RSUs	—	—	—	(6)	(6)
Restricted stock compensation, net of forfeitures	—	—	20,760	—	20,760
Restricted stock grants	1,681	17	(17)	—	—
Balance as of December 31, 2023	112,733	$ 1,127	$1,785,286	$ (308,847)	1,477,566
Net income	—	—	—	68,868	68,868
Retirement of common stock	(5,111)	(50)	(78,714)	—	(78,764)
Restricted stock compensation, net of forfeitures	—	—	25,681	—	25,681
Restricted stock grants	2,239	22	(22)	—	—
Balance as of December 31, 2024	**109,861**	**$ 1,099**	**$1,732,231**	**$ (239,979)**	**$ 1,493,351**

The accompanying notes are an integral part of these consolidated financial statements.

CORECIVIC, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024, 2023 AND 2022

1. ORGANIZATION AND OPERATIONS

CoreCivic, Inc. (together with its subsidiaries, the "Company" or "CoreCivic") is the nation's largest owner of partnership correctional, detention, and residential reentry facilities and one of the largest prison operators in the United States ("U.S."). Through three segments, CoreCivic Safety, CoreCivic Community, and CoreCivic Properties, the Company provides a broad range of solutions to government partners that serve the public good through corrections and detention management, a network of residential reentry centers to help address America's recidivism crisis, and government real estate solutions. As of December 31, 2024, through its CoreCivic Safety segment, the Company operated 42 correctional and detention facilities, 38 of which the Company owned or controlled via a long-term lease, with a total design capacity of approximately 62,000 beds. Through its CoreCivic Community segment, the Company operated 21 residential reentry centers, which it owned or controlled via a long-term lease, with a total design capacity of approximately 4,000 beds. In addition, through its CoreCivic Properties segment, the Company owned 6 properties, with a total design capacity of approximately 10,000 beds.

In addition to providing fundamental residential services, CoreCivic's correctional, detention, and reentry facilities offer a variety of rehabilitation and educational programs, including basic education, faith-based services, life skills and employment training, and substance abuse treatment. These services are intended to help reduce recidivism and to prepare offenders for their successful reentry into society upon their release. CoreCivic also provides or makes available to offenders certain health care (including medical, dental, and mental health services), food services, and work and recreational programs.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles and include the accounts of CoreCivic on a consolidated basis with its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

CoreCivic considers all liquid deposits and investments with a maturity of three months or less at the time of purchase to be cash equivalents.

Restricted Cash

Restricted cash at December 31, 2024 and 2023 included deposit accounts that are restricted in use totaling $14.6 million and $7.1 million, respectively, and related primarily to the Lansing Correctional Facility to ensure the timely payment of certain operating expenses, capital expenditures and debt service, as further discussed in Note 9. The restricted cash accounts are required under the terms of the indebtedness securing such property. Restricted cash also includes inmate trust funds used for commissary transactions pursuant to customer contracts. As of December 31, 2024 and 2023, cash and cash equivalents of $107.5 million and $121.8 million, respectively, and restricted cash of $14.6 million and $7.1 million, respectively, on our consolidated balance sheets were combined to total cash, cash equivalents, and restricted cash amounts of $122.1 million and $128.9 million shown in the consolidated statements of cash flows.

Accounts Receivable and Credit Loss Reserve

At December 31, 2024 and 2023, accounts receivable of $288.7 million and $312.2 million, respectively, were net of credit loss reserve totaling $4.5 million and $6.8 million, respectively. Accounts receivable consist primarily of amounts due from federal, state, and local government agencies for the utilization of CoreCivic's properties, including amounts due for operating and managing the Company's correctional, detention, and residential reentry facilities, as well as its electronic monitoring and case management services operations.

Accounts receivable are stated at estimated net realizable value. CoreCivic recognizes reserves for credit losses to ensure receivables are not overstated due to uncollectibility. Credit loss reserves are maintained for customers using an expected loss model based on a variety of factors, including the nature of the accounts receivable, risks of loss, length of time receivables are past due, and historical experience. If circumstances related to customers change, estimates of the recoverability of receivables would be further adjusted.

Property and Equipment

Property and equipment are carried at cost. Assets acquired by CoreCivic in conjunction with acquisitions are recorded at estimated fair market value at the time of purchase. Betterments, renewals and significant repairs that extend the life of an asset are capitalized; other repair and maintenance costs are expensed. Interest is capitalized to the asset to which it relates in connection with the construction or expansion of real estate properties. Construction costs directly associated with the development of a property are capitalized as part of the cost of the development project. Such costs are written-off to expense whenever a project is abandoned. The cost and accumulated depreciation applicable to assets retired are removed from the accounts and the gain or loss on disposition is recognized in income. Depreciation is computed over the estimated useful lives of depreciable assets using the straight-line method. Useful lives for property and equipment are as follows:

Land improvements	5 – 20 years
Buildings and improvements	5 – 50 years
Equipment and software	3 – 10 years
Office furniture and fixtures	5 years

Other Real Estate Assets

Other real estate assets are accounted for in accordance with Accounting Standards Codification ("ASC") 853, "Service Concession Arrangements". ASC 853 stipulates that the facilities subject to the standard may not be accounted for as a lease, nor should the infrastructure used in the service concession arrangement be recognized as property and equipment by the operating entity. Instead, the contracts should be accounted for under the applicable revenue standards. The Company owns four facilities that are accounted for as service concession arrangements.

For facilities which CoreCivic constructed for the public entity, two separate and distinct performance obligations exist. Service revenue is recognized as provided. All revenues and costs related to the construction of the facilities were recognized upon adoption of ASC 606, “Revenue from Contracts with Customers” (“ASC 606”), in 2018. Revenue recognized related to the construction of the facilities for which cash has not yet been received is recorded as a contract asset and is amortized and evaluated for impairment on an on-going basis. For facilities contributed to a service contract, the cost of the facility is accounted for as costs to fulfill the service contract and the cost is recognized over the term of the service contract. The costs related to contract assets and costs to fulfill the service contracts are recoverable if the contract is terminated or not renewed due to the existence of residual interest options.

These assets represent the cost of all infrastructure to be transferred to the public entity grantors should the grantors exercise their residual interest. The costs related to the facilities constructed for a governmental entity were deferred as an other real estate asset, and the deferred costs were amortized in proportion to revenue recognized over the term of the related services arrangement. The costs related to the facilities that were constructed before entering into the service concession arrangement were amortized in proportion to revenue recognized over the term of the related service contract as an investment in the service contract.

Accounting for the Impairment of Long-Lived Assets Other Than Goodwill

Long-lived assets other than goodwill are reviewed for impairment when circumstances indicate the carrying value of an asset may not be recoverable. The Company estimates undiscounted cash flows for each asset or asset group (i.e., facility) with an impairment indicator. An impairment is recognized when the estimated undiscounted cash flows associated with the asset or group of assets are less than their carrying value. If impairment exists, an adjustment is made to write the asset down to its fair value, and a loss is recorded as the difference between the carrying value and fair value. Fair values are determined based on quoted market values, comparable sales data, discounted cash flows or internal and external appraisals, as applicable.

Goodwill

Goodwill represents the cost in excess of the fair value of net assets of businesses acquired and goodwill is tested for impairment at least annually. Goodwill was $4.8 million as of December 31, 2024 and 2023, all of which was related to the Company's CoreCivic Safety segment. CoreCivic performs its impairment tests during the fourth quarter in connection with its annual budgeting process, and whenever circumstances indicate the carrying value of goodwill may not be recoverable. CoreCivic performs a qualitative assessment to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, after assessing the totality of events or circumstances, the Company determines it is more likely than not that the fair value of a reporting unit is less than its carrying amount, then the Company performs a quantitative impairment test. The Company will record an impairment charge based on the excess of a reporting unit’s carrying amount over its fair value. There were no goodwill impairments recorded during the periods presented.

Investment in Affiliates

Investments in affiliates that are equal to or less than 50%-owned over which CoreCivic can exercise significant influence are accounted for using the equity method of accounting. Investments under the equity method are recorded at cost and subsequently adjusted for contributions, distributions, and net income attributable to the Company's ownership based on the governing agreement.

Debt Issuance Costs

Debt issuance costs, excluding those costs incurred related to CoreCivic's revolving credit facility, are presented as a direct deduction from the face amount of the related liability on the consolidated balance sheets. Debt issuance costs related to the Company's revolving credit facility are included in other assets on the consolidated balance sheets. Generally, debt issuance costs are capitalized and amortized into interest expense using the interest method, or on a straight-line basis over the term of the related debt, if not materially different than the interest method. Certain debt issuance costs incurred in connection with debt refinancings are charged to expense in accordance with ASC 470-50, "Modifications and Extinguishments".

Revenue Recognition

In CoreCivic Safety and CoreCivic Community, revenue is recognized over time when control of the promised service is transferred to CoreCivic's customers, in an amount that reflects consideration CoreCivic expects to be entitled for those services which is typically in the form of a fixed rate. These services are considered to be a single performance obligation and are generally satisfied in one to thirty days depending on the performance obligation. CoreCivic maintains contracts with certain governmental entities to manage their facilities for fixed per diem rates. CoreCivic also maintains contracts with various federal, state, and local governmental entities for the housing of offenders in company-owned facilities at fixed per diem rates or monthly fixed rates. These contracts usually contain expiration dates with renewal options ranging from annual to multi-year renewals. Most of these contracts have current terms that require renewal every two to five years. Additionally, most facility management contracts contain clauses that allow the government agency to terminate a contract without cause and are generally subject to legislative appropriations. CoreCivic generally expects to renew these contracts for periods consistent with the remaining renewal options allowed by the contracts or other reasonable extensions; however, no assurance can be given that such renewals will be obtained. Fixed monthly rate revenue is recorded in the month earned, and fixed per diem revenue, including revenue under those contracts that include guaranteed minimum populations, is recorded based on the per diem rate multiplied by the number of offenders housed or guaranteed during the respective period.

Certain of the government agencies also have the authority to audit and investigate CoreCivic's contracts with them. If the agency determines that CoreCivic has improperly allocated costs to a specific contract or otherwise was unable to perform certain contractual services, CoreCivic may not be reimbursed for those costs and could be required to refund the amount of any such costs that have been reimbursed, or to pay liquidated damages. In these instances, the amounts that are required to be returned to the customer are considered to be variable consideration and are classified as reductions to revenue.

In CoreCivic Properties, lease revenue is recognized in accordance with ASC 842, "Leases". In accordance with ASC 842, minimum lease revenue is recognized on a straight-line basis over the term of the related lease. Lease incentives are recognized as a reduction to lease revenue on a straight-line basis over the term of the related lease. Lease revenue associated with expense reimbursements from tenants is recognized in the period that the related expenses are incurred based upon the tenant lease provision.

Other revenue consists primarily of revenues associated with the Company's electronic monitoring and case management services, as well as ancillary revenues associated with operating correctional, detention and residential reentry facilities in our CoreCivic Safety and CoreCivic Community segments. Other revenue is also generated from prisoner transportation services for governmental agencies. Revenue is recorded at a point in time when goods are provided or over time when services are provided.

Self-Funded Insurance and Litigation Reserves

CoreCivic is self-insured for employee health, workers' compensation, automobile liability claims, and general liability claims. As such, CoreCivic's insurance expense is largely dependent on claims experience and CoreCivic's ability to control its claims experience. CoreCivic accrues the estimated liability for employee health insurance based on its history of claims experience and time lag between the incident date and the date the cost is paid by CoreCivic. CoreCivic accrues the estimated liability for workers' compensation claims based on an actuarially determined liability using a combination of actuarial methods used to project ultimate losses, and the Company's automobile insurance claims based on estimated development factors on claims incurred. The liability for employee health, workers' compensation, and automobile insurance includes estimates for both claims incurred and for claims incurred but not reported.

CoreCivic records its best estimate of the probable costs for the resolution of certain claims and legal proceedings in which it is involved, if estimable. In addition, the Company is subject to current and potential future claims and legal proceedings for which little or no accrual has been reflected because the Company's current assessment of the potential exposure is nominal, or because the Company cannot reasonably estimate the amount of loss or range of loss, if any, that may result. These estimates have been developed in consultation with CoreCivic's General Counsel's office and, as appropriate, outside counsel handling these matters, and are based upon an analysis of potential results, assuming a combination of litigation and settlement strategies. These estimates could change in the future.

Income Taxes

Income taxes are accounted for under the provisions of ASC 740, "Income Taxes". ASC 740 generally requires CoreCivic to record deferred income taxes for the tax effect of differences between book and tax bases of its assets and liabilities. Deferred income taxes reflect the available net operating losses and the net tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the consolidated statement of operations in the period that includes the enactment date. Realization of the future tax benefits related to deferred tax assets is dependent on many factors, including CoreCivic's past earnings history, expected future earnings, the character and jurisdiction of such earnings, unsettled circumstances that, if unfavorably resolved, would adversely affect utilization of its deferred tax assets, carryback and carryforward periods, and tax strategies that could potentially enhance the likelihood of realization of a deferred tax asset.

CoreCivic's deferred tax assets and liabilities are classified as non-current on the consolidated balance sheets. See Note 11 for further discussion of the significant components of CoreCivic's deferred tax assets and liabilities.

Income tax contingencies are accounted for under the provisions of ASC 740. ASC 740 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The guidance prescribed in ASC 740 establishes a recognition threshold of more likely than not that a tax position will be sustained upon examination. The measurement attribute requires that a tax position be measured at the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement.

Fair Value of Financial Instruments

To meet the reporting requirements of ASC 825, "Financial Instruments", regarding fair value of financial instruments, CoreCivic calculates the estimated fair value of financial instruments using market interest rates, quoted market prices of similar instruments, or discounted cash flow techniques with observable Level 1 inputs for publicly traded debt and Level 2 inputs for all other financial instruments, as defined in ASC 820, "Fair Value Measurement". At December 31, 2024 and 2023, there were no material differences between the carrying amounts and the estimated fair values of CoreCivic's financial instruments, other than as follows (in thousands):

	December 31,			
	2024		2023	
	Carrying Amount	**Fair Value**	Carrying Amount	Fair Value
Debt	**$ (997,380)**	**$ (1,005,425)**	$ (1,106,691)	$ (1,090,326)

Use of Estimates in Preparation of Financial Statements

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

Concentration of Credit Risks

CoreCivic's credit risks relate primarily to cash and cash equivalents, restricted cash, and accounts receivable. Cash and cash equivalents and restricted cash are primarily held in bank accounts and overnight investments. CoreCivic maintains deposits of cash in excess of federally insured limits with certain financial institutions. CoreCivic's accounts receivable represents amounts due primarily from governmental agencies. CoreCivic's financial instruments are subject to the possibility of loss in carrying value as a result of either the failure of other parties to perform according to their contractual obligations or changes in market prices that make the instruments less valuable.

CoreCivic derives its revenues primarily from amounts earned under federal, state, and local government contracts. For each of the years ended December 31, 2024, 2023, and 2022, federal correctional and detention authorities represented 51%, 52%, and 54%, respectively, of CoreCivic's total revenue. Federal correctional and detention authorities consist primarily of U.S. Immigration and Customs Enforcement ("ICE") and the United States Marshals Service ("USMS"). ICE accounted for 29%, 30%, and 29% of total revenue for 2024, 2023, and 2022, respectively. The USMS accounted for 21%, 21%, and 22% of total revenue for 2024, 2023, and 2022, respectively. State revenues from contracts at correctional, detention, and residential reentry facilities that CoreCivic operates represented 40%, 39%, and 36% of total revenue during the years ended December 31, 2024, 2023, and 2022, respectively. The state of Tennessee generated 10% of CoreCivic's total revenue in 2024, 2023 and 2022, all in the Company's CoreCivic Safety segment, with no other state customer generating 10% or more of our total revenue in 2024, 2023, or 2022. Although the revenue generated from each of these agencies is derived from numerous management contracts and various types of properties (i.e., correctional, detention, and reentry) the loss or substantial reduction in value of one or more of such contracts could have a material impact on CoreCivic's financial condition and results of operations.

Accounting for Stock-Based Compensation

CoreCivic accounts for restricted stock-based compensation under the recognition and measurement principles of ASC 718, "Compensation-Stock Compensation". CoreCivic amortizes the fair market value as of the grant date of restricted stock unit ("RSU") awards over the vesting period using the straight-line method. The fair market value of performance-based restricted stock units is amortized over the vesting period as long as CoreCivic considers it probable that it will meet the performance criteria. To the extent performance-based RSUs are expected to increase or decrease based on revised estimates of performance, the related expense is adjusted accordingly. If achievement of the performance criteria becomes improbable, an adjustment is made to reverse the expense previously recognized. The Company estimates the number of awards expected to be forfeited and adjusts the estimate when it is likely to change.

Leases

Leases are accounted for under the provisions of Accounting Standards Update ("ASU") 2016-02, "Leases (Topic 842)" and ASU 2018-11, "Targeted Improvements – Leases (Topic 842)", cumulatively "ASC 842". For finance leases and operating leases, CoreCivic recognizes on the balance sheet a liability to make lease payments and a right-of-use ("ROU") asset representing its right to use the underlying asset for the lease term, with each initially measured at the present value of the lease payments. The Company also applies the "short-term lease exception" permitted by ASC 842 for all classes of underlying assets. With the exception of the South Texas Family Residential Center lease, as further described in Note 4, the Company accounts for each separate lease component of a contract and its associated non-lease components as a single lease component. All rental payments associated with the South Texas Family Residential Center lease were classified as operating expenses.

For those operating leases that contain renewal options, the Company includes the renewal period in the lease terms, and the related payments are reflected in the ROU asset and lease liability, when it is reasonably certain that a renewal option will be exercised. The ROU asset is included in other assets on the consolidated balance sheets, while the current portion of the lease liability is included in accounts payable and accrued expenses, and the long-term portion of the liability is included in other liabilities on the consolidated balance sheets. Because CoreCivic does not generally have access to the interest rates implicit in its leases, the Company utilizes its incremental borrowing rate, based upon the terms and tenure of each base lease, as the discount rate when calculating the present value of future minimum lease payments for each lease arrangement.

For leases where the Company is the lessor, the Company applies the practical expedient provided by ASC 842 to not separate non-lease components from the associated lease component if certain criteria are met for each class of underlying assets. Lease components are elements of an arrangement that provide the customer with the right to use an identified asset. Non-lease components are distinct elements of a contract that are not related to securing the use of the leased asset and revenue is recognized in accordance with ASC 606. The Company considers common area maintenance ("CAM") and service income associated with tenant work orders to be non-lease components because they represent delivery of a separate service but are not considered a cost of securing the identified asset. In the case of the Company's business, the identified asset would be the leased real estate. The Company has concluded that the timing and pattern of transfer for non-lease components and the associated lease component are the same. The Company has also determined that the predominant component is the lease component and as such its leases qualify as operating leases. The Company accounts for and presents the lease component and the non-lease component as a single component in revenue.

Recent Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board ("FASB") issued ASU No 2023-07, "Improvements to Reportable Segment Disclosures (Topic 280)" ("ASU 2023-07"). ASU 2023-07 updates reportable segment disclosure requirements by including disclosures of significant reportable segment expenses that are regularly provided to the Chief Operating Decision Maker ("CODM") and included within each reported measure of a segment's profit or loss. ASU 2023-07 also requires disclosure of the title and position of the individual identified as the CODM and an explanation of how the CODM uses the reported measures of a segment's profit or loss in assessing segment performance and deciding how to allocate resources. CoreCivic adopted ASU 2023-07 for the year ended December 31, 2024, and has applied the new standard retrospectively for all periods presented. See Note 15, Segment Reporting.

In December 2023, the FASB issued ASU No. 2023-09, "Improvements to Income Tax Disclosures (Topic 740)" ("ASU 2023-09"). ASU 2023-09 requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as additional information on income taxes paid. ASU 2023-09 is effective on a prospective basis for annual periods beginning after December 15, 2024. Early adoption is also permitted for annual financial statements that have not yet been issued or made available for issuance. ASU 2023-09 will result in the required additional disclosures being included in the Company's consolidated financial statements, once adopted. The Company is currently evaluating the impact of adopting ASU 2023-09 and expects to adopt it for the year ending December 31, 2025, including any additional required disclosures.

In March 2024, the Securities and Exchange Commission ("SEC") adopted final rules designed to enhance public company disclosures related to the risks and impacts of climate-related matters (the "Climate Disclosure Rules"). The Climate Disclosure Rules include disclosures relating to climate-related risks and risk management as well as the board and management's governance of such risks. In addition, the Climate Disclosure Rules include requirements to disclose, in the audited consolidated financial statements, the financial effects of severe weather events and other natural conditions meeting certain thresholds, as well as carbon offsets and renewable energy credits. Larger registrants, including CoreCivic, will also be required to disclose information about greenhouse gas emissions, which will be subject to a phased-in assurance requirement. On April 4, 2024, the SEC issued an order staying the Climate Disclosure Rules as it faces certain legal challenges regarding implementation of such rules. The disclosure requirements will be effective for our annual reporting periods beginning with the fiscal year ending December 31, 2025, subject to any delay which may result from the current stay issued by the SEC. The Company is currently assessing the impact of these rules, if implemented, on the Company's consolidated financial statements.

Other recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force), the American Institute of Certified Public Accountants and the SEC applicable to financial statements beginning January 1, 2024 or later did not, or are not expected to, have a material effect on the Company's results of operations or financial position.

3. REAL ESTATE AND RELATED ASSETS

At December 31, 2024, CoreCivic owned or controlled via long-term leases 65 correctional, detention, and residential reentry real estate properties, including 6 correctional properties in the Company's CoreCivic Properties segment. At December 31, 2024, CoreCivic also managed four correctional and detention facilities owned by governmental agencies.

Property and equipment, at cost, consists of the following (in thousands):

	December 31,	
	2024	**2023**
Land and improvements	**$ 240,050**	$ 237,505
Buildings and improvements	**3,210,239**	3,193,948
Equipment and software	**478,134**	465,337
Office furniture and fixtures	**37,109**	38,747
	3,965,532	3,935,537
Less: Accumulated depreciation	**(1,905,508)**	(1,821,015)
	$ 2,060,024	$ 2,114,522

Depreciation expense was $127.6 million, $126.8 million, and $126.7 million for the years ended December 31, 2024, 2023, and 2022, respectively.

Nine of the facilities owned by CoreCivic are subject to options that allow various governmental agencies to purchase those facilities. Certain of these options to purchase are based on a depreciated book value while others are based on a fair market value calculation. Four of the facilities that are subject to options are accounted for in accordance with ASC 853 and are recorded in other real estate assets on the consolidated balance sheets, as further described in Note 2. As of December 31, 2024 and 2023, CoreCivic had $193.1 million and $201.6 million, respectively, in other real estate assets, including $132.5 million and $134.8 million, respectively, accounted for as a contract cost and $60.6 million and $66.8 million, respectively, accounted for as costs of fulfilling the related service contract.

4. LEASES

Lessee

As further described in Note 2, CoreCivic accounts for leases in accordance with ASC 842. CoreCivic leases land and buildings from third-party lessors for multiple properties under operating leases that expire over varying dates through 2032. The ROU asset related to these leases amounted to $42.4 million and $119.8 million at December 31, 2024 and 2023, respectively, while the current portion of the lease liability amounted to $3.3 million and $25.9 million and the long-term portion of the liability amounted to $17.7 million and $70.9 million at December 31, 2024 and 2023, respectively. As of December 31, 2024, the weighted-average lease term of the operating leases was 5.7 years, and the weighted average discount rate associated with the operating leases was 5.5%.

As further described in Note 10, the Company received notification from ICE of its intent to terminate an inter-governmental service agreement ("IGSA") for services at the 2,400-bed South Texas Family Residential Center ("STFRC") effective August 9, 2024. CoreCivic leased the STFRC and the site upon which it was constructed from a third-party lessor. CoreCivic's lease agreement with the third-party lessor was over a base period concurrent with the IGSA with ICE, which was amended in September 2020 to extend the term of the agreement through September 2026. The extended lease agreement provided CoreCivic with the ability to terminate the lease with a notification period of at least 60 days if ICE terminated the extended IGSA. Upon being notified by ICE of its intent to terminate the IGSA at the STFRC, CoreCivic provided notice to the third-party lessor of its intent to terminate the lease agreement effective August 9, 2024. In accordance with ASC 842, in the second quarter of 2024, CoreCivic remeasured the lease liability and recorded a corresponding adjustment of $57.0 million to the associated ROU asset to reflect the reduction to the lease term. Given the lease termination, as of December 31, 2024, there were no balances remaining associated with a ROU asset or lease liability for the STFRC site.

The expense incurred for all operating leases, inclusive of short-term and variable leases, but exclusive of the non-lease food services component of the STFRC lease, was $20.9 million, $34.2 million, and $34.2 million for the years ended December 31, 2024, 2023, and 2022, respectively. The cash payments for operating leases are reflected as cash flows from operating activities on the accompanying consolidated statements of cash flows and cash payments for financing leases are reflected as cash flows from financing activities. Future minimum lease payments as of December 31, 2024 for the Company's operating lease liabilities are as follows (in thousands):

2025	$ 4,573
2026	4,259
2027	3,622
2028	3,190
2029	2,804
Thereafter	6,149
Total future minimum lease payments	24,597
Less amount representing interest	(3,613)
Total present value of minimum lease payments	$ 20,984

Lessor

Through its CoreCivic Properties segment, as of December 31, 2024, the Company owned $239.9 million in property and equipment at six properties, four of which are currently leased to government agencies under operating and finance leases that expire over varying dates through 2040 and some of which contain renewal options. In accordance with ASC 842, minimum lease revenue is recognized on a straight-line basis over the term of the related lease. Lease incentives are recognized as a reduction to lease revenue on a straight-line basis over the term of the related lease. Lease revenue associated with expense reimbursements from tenants is recognized in the period that the related expenses are incurred based upon the tenant lease provision. Future minimum lease payments to be received from third-party lessees as of December 31, 2024 for the Company's operating leases are as follows (in thousands):

2025	$	15,962
2026		16,174
2027		15,615
2028		11,950
2029		8,308
Thereafter		2,279

Financing Leasing Transactions

On January 24, 2018, CoreCivic entered into a 20-year lease agreement with the Kansas Department of Corrections ("KDOC") for a 2,432-bed correctional facility to be constructed by the Company in Lansing, Kansas. The new facility, reported in the Company's CoreCivic Properties segment, replaced the Lansing Correctional Facility, Kansas' largest correctional complex for adult male inmates, originally constructed in 1863. CoreCivic will be responsible for facility maintenance throughout the 20-year term of the lease, at which time ownership will revert to the state of Kansas. Construction of the facility commenced in the first quarter of 2018, and construction was completed in January 2020, at which time the lease commenced. CoreCivic accounts for the lease with the KDOC partially as a financing receivable under ASC 842, with the remaining portion of the lease payments attributable to maintenance services and capital expenditures as revenue streams under ASC 606. As of December 31, 2024 and 2023, the financing receivable was $135.3 million and $139.0 million, respectively, included in Other Assets on the consolidated balance sheets. For the years ended December 31, 2024, 2023 and 2022, the Lansing Correctional Facility generated $2.7 million, $2.6 million, and $2.5 million, respectively, of revenue associated with the non-lease services components of the arrangement, and $8.3 million, $8.5 million, and $8.7 million of interest income, respectively. Future minimum lease payments to be received from the third-party lessee as of December 31, 2024 for the Company's finance lease is as follows (in thousands):

2025	$	16,484
2026		16,804
2027		17,130
2028		17,462
2029		17,801
Thereafter		199,956
Total future minimum lease payments to be received		285,637
Less amount representing interest		(75,890)
Less amount representing maintenance services and capital expenditures		(74,420)
Total present value of minimum lease payments to be received	$	135,327

5. REAL ESTATE TRANSACTIONS

Assets Held For Sale and Dispositions

In July 2024, CoreCivic completed the sale of an idled 390-bed facility in Oklahoma that was reported in its CoreCivic Community segment. The sale generated net sales proceeds of $3.4 million, resulting in a gain on sale of $1.2 million reported in the third quarter of 2024. In January 2024, CoreCivic completed the sale of a facility in Colorado that was also reported in its CoreCivic Community segment. The sale generated net sales proceeds of $8.0 million, resulting in a gain on sale of $0.5 million reported in the first quarter of 2024. The facility was classified as held for sale as of December 31, 2023. CoreCivic continued to operate the facility through the expiration of the related management contract in June 2024. In addition, during 2024, CoreCivic completed the sales of two unused parcels of land in Texas. The sales generated net sales proceeds of $1.9 million, resulting in an aggregate gain on sale of $1.6 million.

CoreCivic incurred an asset impairment charge of $3.1 million in the third quarter of 2024 associated with property and equipment at the STFRC based on a cash flow method for determining fair value. See Notes 4 and 10 for further detail regarding the terminations of the IGSA and lease agreement associated with the STFRC, which was reported in the Company's CoreCivic Safety segment.

During 2023, CoreCivic completed the sales of three community corrections facilities leased to government agencies that were reported in CoreCivic's Properties segment and one vacant parcel of land. The sales of these four assets generated aggregate net sales proceeds of $10.8 million, resulting in an aggregate net gain on sale of $0.8 million after transaction costs.

On July 25, 2022, CoreCivic entered into a Purchase and Sale Agreement with the Georgia Building Authority for the sale of CoreCivic's McRae Correctional Facility located in McRae, Georgia, and reported in CoreCivic's Safety segment, for a gross sales price of $130.0 million. The sale of the McRae facility was completed on August 9, 2022. The sale generated net proceeds of $129.7 million, resulting in a gain on sale of $77.5 million after transaction costs, which was reported in the third quarter of 2022. CoreCivic had a management contract with the Bureau of Prisons ("BOP") at the McRae facility, which expired on November 30, 2022 and was not renewed. In connection with the sale, CoreCivic and the Georgia Building Authority entered into an agreement to lease the McRae Correctional Facility to CoreCivic through November 30, 2022 to allow the Company to fulfill its obligations to the BOP.

In addition, during 2022, CoreCivic completed the sales of three residential reentry centers in Oklahoma and Colorado and reported in CoreCivic's Community segment, two community corrections facilities leased to government agencies in California and reported in CoreCivic's Properties segment, and two undeveloped parcels of land. The sales of these seven properties generated aggregate net sales proceeds of $27.3 million, resulting in an aggregate net gain on sale of $9.9 million after transaction costs. Pursuant to the agreement to sell the Oklahoma property, in the third quarter of 2022, CoreCivic recognized an impairment charge of $3.5 million associated with the facility, based on its fair value less costs to sell.

Idle Facilities

As of December 31, 2024, CoreCivic had nine idle correctional facilities that are currently available and being actively marketed as solutions to meet the needs of potential customers. The following table summarizes each of the idled facilities and their respective net carrying values, excluding equipment and other assets that could generally be transferred and used at other facilities CoreCivic owns without significant cost (dollars in thousands):

Facility	Net Carrying Values at December 31, 2024	2023
Prairie Correctional Facility	**$ 12,390**	$ 13,230
Huerfano County Correctional Center	**13,625**	14,058
Diamondback Correctional Facility	**36,644**	33,764
Marion Adjustment Center	**9,811**	9,968
Kit Carson Correctional Center	**46,279**	47,638
West Tennessee Detention Facility	**17,632**	18,568
Midwest Regional Reception Center	**48,115**	49,736
North Fork Correctional Facility	**57,444**	60,044
California City Correctional Center	**73,232**	75,430
	$ 315,172	$ 322,436

Effective March 31, 2024, the Company's lease agreement with California Department of Corrections and Rehabilitation was terminated and the California City Correctional Center became idled. As of December 31, 2024, CoreCivic also had one idled non-core facility in its Safety segment containing 240 beds with a net book value of $2.7 million, and an idled facility in its Community segment, containing 60 beds with a net book value of $1.1 million.

CoreCivic incurred aggregate operating expenses at these idled facilities of approximately $17.4 million, $12.2 million, and $9.4 million during the period they were idle for the years ended December 31, 2024, 2023, and 2022, respectively. The amount for 2022 excludes $3.5 million of operating expenses incurred at the West Tennessee Detention Facility and the Midwest Regional Reception Center during the three months ended March 31, 2022. The West Tennessee facility was idled upon the expiration of a USMS contract on September 30, 2021, and the Midwest Regional Reception Center was idled upon the expiration of a USMS contract on December 31, 2021. CoreCivic retained a certain staffing level at both facilities through the first three months of 2022 in order to quickly respond in the event the Company was able to enter into new contracts with government agencies promptly following the contract expirations. The Company also continued to incur expenses related to transportation services provided by staff at the Midwest Regional Reception Center during the first three months of 2022.

The Company estimated undiscounted cash flows for each facility with an impairment indicator. The Company's estimated undiscounted cash flows reflected the Company’s most recent expectations around potential utilization and/or sale of the facilities and projected cash flows based on historical cash flows, cash flows of comparable facilities, and recent contract negotiations for utilization, as applicable. The Company concluded that the estimated undiscounted cash flows exceeded carrying values for each facility as of December 31, 2024 and 2023.

CoreCivic evaluates, on a quarterly basis, market developments for the potential utilization of each of its idle facilities in order to identify events that may cause CoreCivic to reconsider its assumptions with respect to the recoverability of book values as compared to undiscounted cash flows. CoreCivic considers the cancellation of a contract in its Safety or Community segment or an expiration and non-renewal of a lease agreement in its CoreCivic Properties segment as indicators of impairment and tests each of the idled facilities for impairment when it is notified by the respective customers or tenants that they would no longer be utilizing such facility.

6. INVESTMENT IN AFFILIATE

CoreCivic has a 50% ownership interest in Agecroft Prison Management Ltd. ("APM"), an entity holding the management contract for a correctional facility, HM Prison Forest Bank, under a 25-year prison management contract with an agency of the United Kingdom government. CoreCivic has determined that its joint venture investment in APM represents a variable interest entity ("VIE") in accordance with ASC 810, "Consolidation" of which CoreCivic is not the primary beneficiary. The Forest Bank facility, located in Salford, England, which was sold in April 2001, was previously constructed and owned by a wholly-owned subsidiary of CoreCivic. All gains and losses under the joint venture are accounted for using the equity method of accounting. During 2000, CoreCivic extended a working capital loan to APM, which has an outstanding balance of $2.8 million as of December 31, 2024 and is reported in prepaid expenses and other current assets on the accompanying consolidated balance sheets. This note was repaid in the first quarter of 2025.

For the years ended December 31, 2024 and 2023, equity in earnings of the joint venture was $2.3 million and $325,000, respectively. For the year ended December 31, 2022, equity in losses of the joint venture was $124,000. The equity in earnings and losses of the joint venture is included in other income (expense) in the consolidated statements of operations.

7. OTHER ASSETS

Other assets consist of the following (in thousands):

	December 31,	
	2024	**2023**
Intangible assets, less accumulated amortization of $2,761 and $2,307, respectively	**$ 6,719**	$ 7,173
Financing receivable - Kansas lease	**135,327**	138,989
ROU lease assets	**42,399**	119,773
Debt issuance costs for revolving credit facility, less accumulated amortization of $962 and $180, respectively	**2,762**	3,397
Cash equivalents and cash surrender value of life insurance held in rabbi trust	**16,720**	16,545
Straight-line rent receivable	**1,231**	1,854
Insurance receivable	**16,129**	15,966
Other	**2,813**	5,861
	$ 224,100	$ 309,558

The gross carrying amount of intangible assets amounted to $9.5 million at December 31, 2024 and 2023. Amortization expense related to intangible assets was $0.5 million, $0.5 million, and $1.3 million for 2024, 2023, and 2022, respectively, and was reported as depreciation and amortization in the accompanying consolidated statements of operations for the respective periods.

As of December 31, 2024, the estimated amortization expense related to intangible assets for each of the next five years is as follows (in thousands):

2025	$ 454
2026	454
2027	454
2028	454
2029	454

8. ACCOUNTS PAYABLE, ACCRUED EXPENSES AND OTHER LONG-TERM LIABILITIES

Accounts payable and accrued expenses consist of the following (in thousands):

	December 31,	
	2024	**2023**
Trade accounts payable	**$ 72,866**	$ 72,020
Accrued salaries and wages	**76,707**	60,918
Commissary and related resident payables	**33,379**	26,010
Income taxes payable	**1,943**	4,619
Accrued workers' compensation and auto liability	**9,384**	9,223
Accrued litigation	**7,406**	7,756
Accrued employee medical insurance	**7,188**	6,640
Accrued property taxes	**26,689**	25,914
Accrued interest	**12,319**	14,399
Lease liabilities	**3,253**	34,353
Deferred revenue	**12,233**	13,117
Construction payable	**259**	2,044
Other	**10,098**	8,844
	$ 273,724	$ 285,857

Other long-term liabilities consist of the following (in thousands):

	December 31,	
	2024	**2023**
Intangible contract liability	**$ 3,482**	$ 3,869
Accrued workers' compensation	**34,765**	35,856
Accrued deferred compensation	**15,347**	14,026
Lease financing obligation	**6,739**	6,975
Lease liabilities	**17,731**	70,935
Other	**-**	12
	$ 78,064	$ 131,673

9. DEBT

Debt outstanding consists of the following (in thousands):

	December 31, 2024	December 31, 2023
Revolving Credit Facility maturing October 2028. Interest payable periodically at variable interest rates.	**$ —**	$ —
Term Loan maturing October 2028. Interest payable periodically at variable interest rates. The rate at December 31, 2024 and 2023 was 7.2% and 8.7%, respectively. Unamortized debt issuance costs amounted to $1.1 million and $1.5 million at December 31, 2024 and 2023, respectively.	**118,750**	125,000
4.75% Senior Notes maturing October 2027. Unamortized debt issuance costs amounted to $1.1 million and $1.5 million at December 31, 2024 and 2023, respectively.	**238,468**	243,068
8.25% Senior Notes maturing April 2026. Unamortized debt issuance costs amounted to $5.8 million at December 31, 2023. The 8.25% Senior Notes were redeemed on April 15, 2024, as further described below.	**—**	593,113
8.25% Senior Notes maturing April 2029. Unamortized debt issuance costs amounted to $7.5 million at December 31, 2024.	**500,000**	—
4.43% Lansing Correctional Center Non-Recourse Mortgage Note maturing January 2040. Unamortized debt issuance costs amounted to $2.5 million and $2.6 million at December 31, 2024 and 2023, respectively.	**140,162**	145,510
Total debt	**997,380**	1,106,691
Unamortized debt issuance costs	**(12,234)**	(12,052)
Net unamortized original issue premium	**—**	434
Current portion of long-term debt	**(12,073)**	(11,597)
Long-term debt, net	**$ 973,073**	$ 1,083,476

Bank Credit Facility. On October 11, 2023, CoreCivic entered into a Fourth Amended and Restated Credit Agreement (referred to herein as the "Bank Credit Facility") in an aggregate principal amount of $400.0 million, consisting of a $125.0 million term loan (the "Term Loan") and a revolving credit facility with a borrowing capacity of $275.0 million (the "Revolving Credit Facility"). The Bank Credit Facility has a maturity of October 2028. The Bank Credit Facility includes an option to increase the availability under the Revolving Credit Facility and to request additional term loans from the lenders in an aggregate amount not to exceed the greater of (a) $200.0 million and (b) 50% of consolidated EBITDA for the most recently ended four-quarter period, subject to, among other things, the receipt of commitments for the increased amount. At CoreCivic's option, interest on outstanding borrowings under the Bank Credit Facility is based on either a base rate plus a margin ranging from 1.75% to 3.5% based upon the Company's then-current total leverage ratio, or at Term SOFR (as defined in the Bank Credit Facility), which is a forward-looking term rate based on the Secured Overnight Financing Rate ("SOFR") plus a margin ranging from 2.75% to 4.5% based on the Company's then-current total leverage ratio. The Revolving Credit Facility includes a $25.0 million sublimit for swing line loans that enables CoreCivic to borrow at the base rate plus the applicable margin from the Administrative Agent (as defined in the Bank Credit Facility) on same-day notice.

Based on the Company's total leverage ratio, as of December 31, 2024, interest on loans under the Bank Credit Facility, was at a base rate plus a margin of 1.75% or at the Term SOFR plus a margin of 2.75%, and a commitment fee equal to 0.35% of the unfunded balance of the Revolving Credit Facility. The Revolving Credit Facility also has a $100.0 million sublimit for the issuance of standby letters of credit. As of December 31, 2024, CoreCivic had no borrowings outstanding under the Revolving Credit Facility. As of December 31, 2024, CoreCivic had $18.0 million in letters of credit outstanding, resulting in $257.0 million available under the Revolving Credit Facility. The Term Loan, which had an outstanding principal balance of $118.8 million as of December 31, 2024, requires scheduled quarterly principal payments through October 2028, and is pre-payable without penalty.

The Bank Credit Facility requires CoreCivic to meet certain financial covenants, including, without limitation, a total leverage ratio of not more than 4.50 to 1.00, a secured leverage ratio of not more than 2.50 to 1.00, and a fixed charge coverage ratio of not less than 1.75 to 1.00. As of December 31, 2024, CoreCivic was in compliance with all such covenants. The Bank Credit Facility is secured by a pledge of all of the capital stock (or other ownership interests) of CoreCivic's domestic restricted subsidiaries, 65% of the capital stock (or other ownership interests) of CoreCivic's "first-tier" foreign subsidiaries, all of the accounts receivable of the Company and its domestic restricted subsidiaries, and substantially all of the deposit accounts of the Company and its domestic restricted subsidiaries. In the event that (a) the consolidated total leverage equals or exceeds 4.25 to 1.00 or (b) the Company incurs certain debt above a specified threshold, each known as a "springing lien" event, certain intangible assets and unencumbered real estate assets that meet a 50% loan-to-value requirement are required to be added as collateral. In addition, the Bank Credit Facility contains certain covenants that, among other things, limit the incurrence of additional indebtedness, payment of dividends and other customary restricted payments, permitted investments, transactions with affiliates, asset sales, mergers and consolidations, liquidations, prepayments and modifications of other indebtedness, liens and other encumbrances and other matters customarily restricted in such agreements, and in each case subject to customary carveouts. The Bank Credit Facility is subject to cross-default provisions with respect to the terms of certain of CoreCivic's other material indebtedness and is subject to acceleration upon the occurrence of a change of control.

Senior Notes. Interest on the $238.5 million remaining aggregate principal amount of CoreCivic's 4.75% senior unsecured notes issued in October 2017 with an original principal amount of $250.0 million (the "4.75% Senior Notes") accrues at the stated rate and is payable in April and October of each year. The 4.75% Senior Notes are scheduled to mature on October 15, 2027. During 2024 and 2023, the Company purchased $4.6 million and $6.9 million, respectively, principal amount of the 4.75% Senior Notes through open market purchases, reducing the outstanding balance of the 4.75% Senior Notes to $238.5 million as of December 31, 2024. Interest on the aggregate principal amount of CoreCivic's 8.25% senior unsecured notes issued in April and September 2021, with an original principal amount of $675.0 million (the "Old 8.25% Senior Notes"), accrued at the stated rate and was payable in April and October of each year. The Old 8.25% Senior Notes were scheduled to mature on April 15, 2026. During 2022 and 2023, the Company purchased $81.9 million principal amount of the Old 8.25% Senior Notes through open market purchases reducing the outstanding balance of the Old 8.25% Senior Notes to $593.1 million as of December 31, 2023.

On March 4, 2024, the Company commenced a cash tender offer (the "Tender Offer") for any and all of the $593.1 million outstanding principal amount of its outstanding Old 8.25% Senior Notes. As a result of the Tender Offer, $494.3 million aggregate principal amount of the Old 8.25% Senior Notes, or approximately 83.3% of the aggregate principal amount of the Old 8.25% Senior Notes outstanding, had been validly tendered and not validly withdrawn. The Company accepted for purchase and paid for all of the Old 8.25% Senior Notes that were validly tendered and not validly withdrawn. Holders of the Old 8.25% Senior Notes who validly tendered received in cash $1,043.75 per $1,000 principal amount of the Old 8.25% Senior Notes validly tendered, plus accrued and unpaid interest from the October 15, 2023 interest payment date for the Old 8.25% Senior Notes up to, but not including, the settlement date, March 12, 2024. On March 15, 2024, the Company announced that it delivered an irrevocable notice to the holders of all CoreCivic's Old 8.25% Senior Notes that had not been validly tendered or had been validly withdrawn in the Tender Offer, that CoreCivic had elected to redeem in full the Old 8.25% Senior Notes that remained outstanding on April 15, 2024. The remaining principal amount of the outstanding Old 8.25% Senior Notes, which amounted to $98.8 million, was redeemed on April 15, 2024, at a redemption price equal to 104.125% of the principal amount of the outstanding Old 8.25% Senior Notes, plus accrued and unpaid interest on such Old 8.25% Senior Notes to, but not including, April 15, 2024.

In connection with the Tender Offer, on March 12, 2024, the Company completed an underwritten registered public offering of $500.0 million aggregate principal amount of 8.25% senior unsecured notes due 2029 (the "New 8.25% Senior Notes"), which are guaranteed by all the Company's subsidiaries that guarantee the Bank Credit Facility, the 4.75% Senior Notes, and the Old 8.25% Senior Notes (until their repayment and satisfaction on April 15, 2024). The New 8.25% Senior Notes were offered pursuant to CoreCivic's shelf registration statement on Form S-3, which became effective upon filing with the SEC on March 4, 2024. The net proceeds from the issuance of the New 8.25% Senior Notes totaled approximately $490.3 million, after deducting underwriting discounts and offering expenses. The Company used the net proceeds from the offering of the New 8.25% Senior Notes, together with borrowings under the Revolving Credit Facility and cash on hand, to fund the Tender Offer, and to redeem the remaining outstanding balance of the Old 8.25% Senior Notes on April 15, 2024. CoreCivic recorded charges totaling $31.3 million during the first and second quarters of 2024 associated with the Tender Offer and redemption of the Old 8.25% Senior Notes, including the non-cash write-off of unamortized loan issuance costs and original issue premium.

The 4.75% Senior Notes and the New 8.25% Senior Notes (collectively, the "Senior Notes") are senior unsecured obligations of the Company and are guaranteed by all of the Company's existing and future subsidiaries that guarantee the Bank Credit Facility. CoreCivic may redeem all or part of the 4.75% Senior Notes at any time prior to three months before their maturity date at a "make-whole" redemption price, plus accrued and unpaid interest thereon to, but not including, the redemption date. Thereafter, the 4.75% Senior Notes are redeemable at CoreCivic's option, in whole or in part, at a redemption price equal to 100% of the aggregate principal amount of the notes to be redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date. The Company may redeem all or part of the New 8.25% Senior Notes at any time prior to April 15, 2026, in whole or in part, at a "make-whole" redemption price, plus accrued and unpaid interest thereon to, but not including, the redemption date. Thereafter, the New 8.25% Senior Notes are redeemable at CoreCivic's option, in whole or in part, at a redemption price expressed as a percentage of the principal amount thereof, which percentage is 104.125% beginning on April 15, 2026, 102.063% beginning on April 15, 2027, and 100% beginning on April 15, 2028, plus, in each such case, accrued and unpaid interest thereon to, but not including, the redemption date.

The indentures governing the Senior Notes contain certain customary covenants that, subject to certain exceptions and qualifications, restrict CoreCivic's ability to, among other things, create or permit to exist certain liens and consolidate, merge or transfer all or substantially all of CoreCivic's assets. In addition, if CoreCivic experiences specific kinds of changes in control, CoreCivic must offer to repurchase all or any portion of the Senior Notes. The offer price for the Senior Notes in connection with a change in control would be 101% of the aggregate principal amount of the notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased to the date of purchase. The indenture related to the New 8.25% Senior Notes additionally limits CoreCivic's ability to incur indebtedness, make restricted payments and investments and prepay certain indebtedness. The Senior Notes are also subject to cross-default provisions with certain of CoreCivic's other indebtedness, which includes the Bank Credit Facility.

Lansing Correctional Facility Non-Recourse Mortgage Note. On April 20, 2018, CoreCivic of Kansas, LLC (the "Issuer"), a wholly-owned unrestricted subsidiary of the Company, priced $159.5 million in aggregate principal amount of non-recourse senior secured notes of the Issuer (the "Kansas Notes"), in a private placement pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended. The Kansas Notes have a yield to maturity of 4.43% and are scheduled to mature in January 2040, 20 years following completion of the project, which occurred in January 2020. Principal and interest on the Kansas Notes are payable in quarterly payments, which began in July 2020 and continue until maturity. CoreCivic may redeem all or part of the Kansas Notes at any time upon written notice of not less than 30 days and not more than 60 days prior to the date fixed for such prepayment, with a "make-whole" amount, together with interest on the Kansas Notes accrued to, but not including, the redemption date. Because the Issuer has been designated as an unrestricted subsidiary of the Company under terms of the Bank Credit Facility, the issuance and service of the Kansas Notes, and the revenues and expenses associated with the facility lease, do not impact the financial covenants associated with the Bank Credit Facility. As of December 31, 2024, the outstanding balance of the Kansas Notes was $140.2 million.

Guarantees and Covenants. All of the restricted domestic subsidiaries of CoreCivic (as the parent corporation) have provided full and unconditional guarantees of the Senior Notes. All of CoreCivic's subsidiaries guaranteeing the Senior Notes are 100% owned subsidiaries of CoreCivic; and the subsidiary guarantees are full and unconditional and are joint and several obligations of the guarantors.

As of December 31, 2024, neither CoreCivic nor any of its subsidiary guarantors had any material or significant restrictions on CoreCivic's ability to obtain funds from its subsidiaries by dividend or loan or to transfer assets from such subsidiaries.

Other Debt Transactions

Letters of Credit. At December 31, 2024 and 2023, CoreCivic had $18.0 million and $17.9 million, respectively, in outstanding letters of credit. The letters of credit were issued primarily to secure CoreCivic's workers' compensation and general liability insurance policies, performance bonds, and for a debt service reserve requirement under terms of the Kansas Notes.

Debt Maturities

Scheduled principal payments as of December 31, 2024 for the next five years and thereafter were as follows (in thousands):

2025	$ 12,073
2026	15,701
2027	257,823
2028	97,995
2029	507,985
Thereafter	105,803
Total debt	$ 997,380

Cross-Default Provisions

The provisions of CoreCivic's debt agreements relating to the Bank Credit Facility and the Senior Notes contain certain cross-default provisions. Any events of default under the Bank Credit Facility that result in the lenders' actual acceleration of amounts outstanding thereunder also result in an event of default under the Senior Notes. Additionally, any events of default under the Senior Notes that give rise to the ability of the holders of such indebtedness to exercise their acceleration rights also result in an event of default under the Bank Credit Facility.

If CoreCivic were to be in default under the Bank Credit Facility, and if the lenders under the Bank Credit Facility elected to exercise their rights to accelerate CoreCivic's obligations under the Bank Credit Facility, such events could result in the acceleration of all or a portion of CoreCivic's Senior Notes, which would have a material impact on CoreCivic's liquidity and financial position. CoreCivic does not have sufficient working capital to satisfy its debt obligations in the event of an acceleration of all or a substantial portion of CoreCivic's outstanding indebtedness.

10. DEFERRED REVENUE

On June 10, 2024, the Company received notification from ICE of its intent to terminate an IGSA for services at the 2,400-bed STFRC effective August 9, 2024. The IGSA originated in 2014, was extended in 2016, and was extended again in 2020 from September 2021 through September 2026. ICE's termination rights, which permitted ICE to terminate the agreement for convenience or non-appropriation of funds, without penalty, by providing CoreCivic with at least a 60-day notice, were unchanged under the previous IGSA.

Under the fixed monthly payment schedule of the original IGSA, ICE agreed to pay CoreCivic $70.0 million in two $35.0 million installments during the fourth quarter of 2014, and graduated fixed monthly payments over the remaining months of the contract. During the year ended December 31, 2024 and 2023, CoreCivic recognized $100.7 million and $156.1 million, respectively, in revenue under the amended IGSA, with the unrecognized balance of the fixed monthly payments at December 31, 2023 of $7.3 million reported in deferred revenue. At December 31, 2023, the current portion of deferred revenue was reflected within accounts payable and accrued expenses while the long-term portion was reflected as deferred revenue on the accompanying consolidated balance sheets. CoreCivic recognized the $7.3 million of deferred revenue remaining at December 31, 2023 during the year ended December 31, 2024, with $5.7 million of the amount recognized upon termination of the IGSA in the third quarter of 2024 when no further service obligation existed.

In addition to deferred revenue associated with STFRC, the Company has other contracts that required up-front payments from customers resulting in deferred revenue balances over the expected contract terms. As of December 31, 2024 and 2023, the current portion of deferred revenue amounting to $12.2 million and $13.1 million, respectively, was reported in accounts payable and accrued expenses and the long-term portion of deferred revenue was $12.4 million and $18.3 million, respectively, on the accompanying consolidated balance sheets.

11. INCOME TAXES

CoreCivic recorded an income tax expense of $23.1 million, $28.2 million, and $43.0 million for the years ended December 31, 2024, 2023 and 2022, respectively. Income tax expense is comprised of the following components (in thousands):

	For the Years Ended December 31,		
	2024	**2023**	**2022**
Current income tax expense			
Federal	**$ 26,621**	$ 25,037	$ 25,681
State	**4,182**	5,899	5,840
	30,803	30,936	31,521
Deferred income tax expense (benefit)			
Federal	**(7,100)**	(2,156)	11,484
State	**(608)**	(547)	(23)
	(7,708)	(2,703)	11,461
Income tax expense	**$ 23,095**	$ 28,233	$ 42,982

Significant components of CoreCivic's deferred tax assets and liabilities as of December 31, 2024 and 2023, are as follows (in thousands):

	December 31,	
	2024	**2023**
Noncurrent deferred tax assets:		
Asset reserves and liabilities not yet deductible for tax	**$ 22,458**	$ 14,915
Accrued compensation not yet deductible for tax	**14,252**	12,419
Accrued workers compensation liabilities not yet deductible for tax	**11,126**	11,333
Depreciation	**8,296**	8,669
ROU lease assets	**5,887**	25,282
Losses and tax credit carryforwards	**1,367**	1,591
Intangible assets	**6,882**	7,669
Other	**7,522**	9,010
Total noncurrent deferred tax assets	**77,790**	90,888
Less valuation allowance	**(1,066)**	(848)
Total noncurrent deferred tax assets	**76,724**	90,040
Noncurrent deferred tax liabilities:		
Depreciation	**(150,481)**	(151,918)
Lease liabilities	**(5,290)**	(24,721)
Intangible liabilities	**(7,411)**	(7,860)
Other	**(2,749)**	(2,456)
Total noncurrent deferred tax liabilities	**(165,931)**	(186,955)
Net total noncurrent deferred tax liabilities	**$ (89,207)**	$ (96,915)

A reconciliation of the income tax provision at the statutory income tax rate and the effective tax rate as a percentage of income from continuing operations before income taxes for the years ended December 31, 2024, 2023, and 2022 is as follows:

	2024	**2023**	**2022**
Statutory federal rate	**21.0%**	21.0%	21.0%
State taxes, net of federal tax benefit	**2.9**	4.5	3.4
Permanent differences	**5.9**	4.3	1.7
Tax benefit of equity-based compensation	**(2.5)**	(0.3)	—
Other items, net	**(2.2)**	—	(0.1)
	25.1%	29.5%	26.0%

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"). The CARES Act, among other things, incentivized companies to retain employees through an Employee Retention Credit ("ERC"). The ERC compensates employers for wages of employees that were retained and could not perform their job duties at 100% capacity as a result of coronavirus pandemic restrictions. In December 2020, the Consolidated Appropriations Act provided additional funding for the ERC with expanded benefits through June 30, 2021. During the year ended December 31, 2022, the Company recorded an ERC of $7.0 million, which offset operating expenses. The credit was reduced by $1.8 million of federal income tax expense. The ERC is largely uncollected as of December 31, 2024.

The Inflation Reduction Act of 2022 (the "Inflation Reduction Act") was signed into law on August 16, 2022. Among other provisions, the Inflation Reduction Act creates an excise tax of 1% on the fair value of net stock repurchases in excess of share issuances made by publicly traded U.S. corporations, effective for repurchases after December 31, 2022. The impact of this excise tax on the Company's financial position, and/or liquidity, in future periods, will vary based on the level of net stock repurchases in excess of share issuances made by the Company in a given year. The Company has concluded that the excise tax associated with stock repurchases is properly recognized as a component of equity given that it is a direct cost associated with the repurchase of common stock. The excise tax recognized during the years ended December 31, 2024 and 2023 was estimated to be $0.5 million and $0.3 million, respectively, associated with the repurchase of shares, net of the shares issued during the same period for restricted stock plans as permitted by the issuance offset rule under the Inflation Reduction Act.

CoreCivic had no liabilities for uncertain tax positions as of December 31, 2024 and 2023. CoreCivic recognizes interest and penalties related to unrecognized tax positions in income tax expense. CoreCivic does not currently anticipate that the total amount of unrecognized tax positions will significantly change in the next twelve months.

CoreCivic's U.S. federal income tax returns for tax years 2021 through 2023 remain subject to examination by the Internal Revenue Service ("IRS"). The majority of states in which CoreCivic files income tax returns follow the same statute of limitations as the federal government. Certain states in which CoreCivic files income tax returns have statutes that remain open from 2020.

12. STOCKHOLDERS' EQUITY

Dividends on Common Stock

On August 5, 2020, the Board of Directors ("BOD") voted unanimously to approve a plan to revoke the Company's real estate investment trust ("REIT") election and become a taxable C Corporation, effective January 1, 2021; the BOD also voted unanimously to discontinue the then-current quarterly dividend and prioritize allocating the Company's free cash flow to reduce debt levels.

Common Stock

Share Repurchase Program. On May 12, 2022, the BOD approved a share repurchase program to repurchase up to $150.0 million of the Company's common stock. On August 2, 2022, the BOD increased the authorization to repurchase under the share repurchase program by up to an additional $75.0 million of the Company's common stock, or a total aggregate authorized amount to repurchase up to $225.0 million of the Company's common stock. On May 16, 2024, the BOD authorized an additional increase to the share repurchase program by which the Company may purchase up to an additional $125.0 million in shares of the Company's outstanding common stock, increasing the total aggregate authorization to up to $350.0 million. Repurchases of the Company's outstanding common stock will be made in accordance with applicable securities laws and may be made at the Company's discretion based on parameters set by the BOD from time to time in the open market, through privately negotiated transactions, or otherwise. The share repurchase program has no time limit and does not obligate the Company to purchase any particular amount of its common stock. The authorization for the share repurchase program may be terminated, suspended, increased or decreased by the BOD in its discretion at any time. Through December 31, 2023, the Company repurchased 10.1 million shares of its common stock at a total cost of $112.6 million, excluding costs associated with the share repurchase program, or $11.16 per share. During 2024, the Company repurchased 4.4 million shares of its common stock at a total cost of $68.5 million, excluding costs associated with the share repurchase program, or $15.43 per share. As of December 31, 2024, the Company had repurchased a total of 14.5 million common shares at an aggregate cost of $181.1 million, or $12.47 per share, and had $168.9 million of repurchase authorization available under the share repurchase program.

Restricted stock units. During 2024, CoreCivic issued approximately 1.6 million RSUs to certain of its employees and non-employee directors, with an aggregate value of $23.5 million, including 1.5 million RSUs to employees and non-employee directors whose compensation is charged to general and administrative expense and 0.1 million RSUs to employees whose compensation is charged to operating expense. During 2023, CoreCivic issued approximately 2.0 million RSUs to certain of its employees and non-employee directors, with an aggregate value of $22.3 million, including 1.8 million RSUs to employees and non-employee directors whose compensation is charged to general and administrative expense and 0.2 million RSUs to employees whose compensation is charged to operating expense.

CoreCivic has established performance-based vesting conditions on a portion of the RSUs awarded to its officers and executive officers that, unless earlier vested under the terms of the agreements, are subject to vesting over a three-year period based upon the satisfaction of certain annual performance criteria. The RSUs awarded to officers and executive officers in 2022, 2023 and 2024 consist of a combination of awards with performance-based conditions and time-based conditions. Unless earlier vested under the terms of the RSU agreements, the RSUs with time-based vesting conditions vest in equal amounts over three years on the later of (i) the anniversary date of the grant or (ii) the delivery of the audited financial statements by the Company's independent registered public accountant for the applicable fiscal year. The RSUs with performance-based vesting conditions are divided into one-third increments, each of which is subject to vesting based upon satisfaction of certain annual performance criteria established at the beginning of the fiscal years ending December 31, 2022, 2023, and 2024 for the 2022 awards, December 31, 2023, 2024, and 2025 for the 2023 awards, and December 31, 2024, 2025, and 2026 for the 2024 awards, and which can be increased up to 150% or decreased to 0% based on performance relative to the annual performance criteria, and further increased or decreased using a modifier of 80% to 120% based on CoreCivic's total shareholder return relative to a peer group. Based on performance achieved for 2024, the RSUs subject to performance-based vesting criteria were increased by 150%; and were further increased by a 120% modifier based on CoreCivic's total shareholder return relative to the peer group. Because the performance criteria for the fiscal years ending December 31, 2025 and 2026 have not yet been established, the values of the third RSU increment of the 2023 awards and of the second and third increments of the 2024 awards for financial reporting purposes will not be determined until such criteria are established. A portion of the RSU award granted to CoreCivic's Chief Executive Officer ("CEO") in 2024 contains a single performance-based vesting condition that results in full vesting on the later of (i) the second anniversary of the award or (ii) the delivery of the audited financial statements by the Company's independent registered public accountant for the fiscal year ending December 31, 2025, if the performance criteria is met for the year ending December 31, 2025, or no vesting if the performance criteria is not met for such year. Time-based RSUs issued to other employees, unless earlier vested under the terms of the agreements, generally vest in equal amounts over three years on the later of (i) the anniversary date of the grant or (ii) the delivery of the audited financial statements by the Company's independent registered public accountant for the applicable fiscal year. RSUs issued to non-employee directors generally vest one year from the date of award.

Nonvested RSU transactions as of December 31, 2024 and activity for the year then ended are summarized below (in thousands, except per share amounts).

	Shares of RSUs	Weighted average grant date fair value
Nonvested at December 31, 2023	3,870	$10.61
Granted	**1,580**	**$14.88**
Forfeited	**(150)**	**$12.07**
Vested	**(2,087)**	**$10.29**
Nonvested at December 31, 2024	**3,213**	**$13.38**

During 2024, 2023, and 2022, CoreCivic expensed $25.7 million ($1.6 million of which was recorded in operating expenses and $24.1 million of which was recorded in general and administrative expenses), $20.8 million ($1.6 million of which was recorded in operating expenses and $19.2 million of which was recorded in general and administrative expenses), and $17.6 million ($1.5 million of which was recorded in operating expenses and $16.1 million of which was recorded in general and administrative expenses), net of forfeitures, relating to RSUs, respectively. As of December 31, 2024, CoreCivic had $17.3 million of total unrecognized compensation cost related to RSUs that is expected to be recognized over a remaining weighted-average period of 1.6 years. The total fair value of RSUs that vested during 2024, 2023, and 2022 was $32.1 million, $17.8 million, and $18.3 million, respectively.

At CoreCivic's 2022 annual meeting of stockholders held in May 2022, CoreCivic's stockholders approved the CoreCivic, Inc. Amended and Restated 2020 Stock Incentive Plan that authorized the issuance of new awards to an aggregate of up to 5.9 million shares, plus remaining shares that were available for grant under the CoreCivic, Inc. 2020 Stock Incentive Plan. As of December 31, 2024, CoreCivic had 5.2 million shares available for issuance under the Amended and Restated 2020 Stock Incentive Plan.

Preferred Stock

CoreCivic has the authority to issue 50.0 million shares of $0.01 par value per share preferred stock (the "Preferred Stock"). The Preferred Stock may be issued from time to time upon authorization by the BOD, in such series and with such preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications or other provisions as may be fixed by CoreCivic's BOD.

13. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income by the weighted average number of common shares outstanding during the year. Diluted earnings per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the earnings of the entity. For CoreCivic, diluted earnings per share is computed by dividing net income by the weighted average number of common shares after considering the additional dilution related to restricted stock-based awards.

A reconciliation of the numerator and denominator of the basic earnings per share computation to the numerator and denominator of the diluted earnings per share computation is as follows (in thousands, except per share data):

	For the Years Ended December 31,		
	2024	2023	2022
NUMERATOR			
Basic:			
Net income	**$ 68,868**	$ 67,590	$ 122,320
Diluted:			
Net income	**$ 68,868**	$ 67,590	$ 122,320
DENOMINATOR			
Basic:			
Weighted average common shares outstanding	**110,939**	113,798	118,199
Diluted:			
Weighted average common shares outstanding	**110,939**	113,798	118,199
Effect of dilutive securities:			
Restricted stock-based awards	**902**	852	899
Weighted average shares and assumed conversions	**111,841**	114,650	119,098
BASIC EARNINGS PER SHARE	**$ 0.62**	$ 0.59	$ 1.03
DILUTED EARNINGS PER SHARE	**$ 0.62**	$ 0.59	$ 1.03

14. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

The nature of CoreCivic's business results in claims and litigation alleging that it is liable for damages arising from the conduct of its employees, offenders or others. The nature of such claims includes, but is not limited to, claims arising from employee or offender misconduct, medical malpractice, employment matters, property loss, contractual claims, including claims regarding compliance with contract performance requirements, and personal injury or other damages resulting from contact with CoreCivic's facilities, personnel or offenders, including damages arising from an offender's escape or from a disturbance at a facility. CoreCivic maintains insurance to cover many of these claims, which may mitigate the risk that any single claim would have a material effect on CoreCivic's consolidated financial position, results of operations, or cash flows, provided the claim is one for which coverage is available. The combination of self-insured retentions and deductible amounts means that, in the aggregate, CoreCivic is subject to self-insurance risk.

Based upon management's review of the potential claims and outstanding litigation, and based upon management's experience and history of estimating losses, and taking into consideration CoreCivic's self-insured retention amounts, management believes a loss in excess of amounts already recognized would not be material to CoreCivic's consolidated financial statements. Adversarial proceedings and litigation are, however, subject to inherent uncertainties, and unfavorable decisions and rulings resulting from legal proceedings could occur which could have a material impact on CoreCivic's consolidated financial position, results of operations, or cash flows for the period in which such decisions or rulings occur, or future periods. Expenses associated with legal proceedings may also fluctuate from quarter to quarter based on changes in CoreCivic's assumptions, new developments, or by the effectiveness of CoreCivic's litigation and settlement strategies.

CoreCivic records a liability in the consolidated financial statements for loss contingencies when a loss is known or considered probable, and the amount can be reasonably estimated. If the reasonable estimate of a known or probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is accrued. If a loss is reasonably possible but not known or probable, and can be reasonably estimated, the estimated loss or range of loss is disclosed. When determining the estimated loss or range of loss, significant judgment is required to estimate the amount and timing of a loss to be recorded. Any receivable for insurance recoveries is recorded separately from the corresponding litigation reserve, and only if recovery is determined to be probable and the amount of payment can be determined. CoreCivic does not accrue for anticipated legal fees and costs and expenses those items as incurred.

ICE Detainee Labor and Related Matters.

On May 31, 2017, two former ICE detainees, who were detained at the Company's Otay Mesa Detention Center ("OMDC") in San Diego, California, filed a class action lawsuit against the Company in the United States District Court for the Southern District of California. The complaint alleged that the Company forces detainees to perform labor under threat of punishment in violation of state and federal anti-trafficking laws and that OMDC's Voluntary Work Program ("VWP") violates state labor laws including state minimum wage laws. ICE requires that CoreCivic offer and operate the VWP in conformance with ICE standards and ICE prescribes the minimum rate of pay for VWP participants. The Plaintiffs seek compensatory damages, exemplary damages, restitution, penalties, and interest as well as declaratory and injunctive relief on behalf of former and current detainees. On April 1, 2020, the district court certified a nationwide anti-trafficking claims class of former and current detainees who participated in an ICE VWP at a CoreCivic facility. It also certified a state law class of former and current detainees who participated in a VWP wherever the Company held ICE detainees in California. The Company has exhausted appeals of the class certification order. On May 6, 2024, the district court stayed the filing of dispositive motions on state law claims under California law pending the outcome of a related case being prosecuted by another private prison company. That case is currently on appeal in the Ninth Circuit Court of Appeals. The claims resulting in certified classes are proceeding in all other respects in the United States District Court for the Southern District of California, where the discovery process has commenced. A second California lawsuit concerning the VWP at OMDC has been stayed pending the outcome of class proceedings in the first California case described above.

Due to the stage of the ongoing proceedings, the Company cannot reasonably predict the outcomes, nor can it estimate the amount of loss or range of loss, if any, that may result. As a result, the Company has not recorded an accrual relating to these matters at this time, as losses are not considered probable or reasonably estimable at this stage of these lawsuits.

U.S. Department of Justice Investigation

In August 2024, the state of Tennessee was notified by letter that the DOJ was commencing an investigation under the Civil Rights Institutionalized Persons Act of conditions in the Company-owned and operated Trousdale Turner Correctional Center, which the Company manages on behalf of the Tennessee Department of Corrections. The Company is cooperating with the investigation.

Insurance Contingencies

Each of CoreCivic's management contracts and the statutes of certain states require the maintenance of insurance. CoreCivic maintains various insurance policies including employee health, workers' compensation, automobile liability, and general liability insurance. These policies are fixed premium policies with various deductible amounts that are self-funded by CoreCivic. Reserves are provided for estimated incurred claims for which it is probable that a loss has been incurred and the range of such loss can be estimated.

Retirement Plan

All employees of CoreCivic are eligible to participate in the CoreCivic 401(k) Savings and Retirement Plan (the "Plan") upon reaching age 18 and completing six months of qualified service. Eligible employees may contribute up to 90% of their eligible compensation, subject to IRS limitations. For the years ended December 31, 2024, 2023, and 2022, CoreCivic provided a discretionary matching contribution equal to 100% of the employee's contributions up to 5% of the employee's eligible compensation to employees with at least 500 hours of employment in the plan year. Employer matching contributions paid into the Plan each pay period vest immediately pursuant to safe harbor provisions adopted by the Plan. During 2024, 2023, and 2022, CoreCivic's discretionary contributions and expense to the Plan were $14.0 million, $14.4 million, and $15.3 million, respectively.

Deferred Compensation Plans

CoreCivic provides two non-qualified deferred compensation plans (the "Deferred Compensation Plans") for non-employee directors and for certain senior executives. The Deferred Compensation Plans are unfunded plans maintained for the purpose of providing CoreCivic's directors and certain of its senior executives the opportunity to defer a portion of their compensation. Under the terms of the Deferred Compensation Plans, certain senior executives may elect to contribute on a pre-tax basis up to 50% of their base salary and up to 100% of their cash bonus, and non-employee directors may elect to contribute on a pre-tax basis up to 100% of their director retainer and meeting fees. During the years ended December 31, 2024, 2023, and 2022, CoreCivic matched 100% of employee contributions up to 5% of total cash compensation. CoreCivic also contributes a fixed rate of return on balances in the Deferred Compensation Plans, determined at the beginning of each plan year. Matching contributions and investment earnings thereon become vested 20% after two years of service, 40% after three years of service, 80% after four years of service, and 100% after five or more years of service. Distributions are generally payable no earlier than five years subsequent to the date an individual becomes a participant in the Plan, or upon termination of employment (or the date a director ceases to serve as a director of CoreCivic), at the election of the participant. Distributions to senior executives must commence on or before the later of 60 days after the participant's separation from service or the fifteenth day of the month following the month the individual attains age 65.

During 2024, 2023, and 2022, CoreCivic provided a fixed return of 5.2%, 5.0%, and 5.0%, respectively, to participants in the Deferred Compensation Plans. CoreCivic has purchased life insurance policies on the lives of certain employees of CoreCivic, which are intended to fund distributions from the Deferred Compensation Plans. CoreCivic is the sole beneficiary of such policies. At the inception of the Deferred Compensation Plans, CoreCivic established an irrevocable Rabbi Trust to secure the plans' obligations. However, assets in the Deferred Compensation Plans are subject to creditor claims in the event of bankruptcy. During 2024, 2023, and 2022, CoreCivic recorded $0.3 million of matching contributions as general and administrative expense associated with the Deferred Compensation Plans. Assets in the Rabbi Trust were $16.7 million and $16.5 million as of December 31, 2024 and 2023, respectively, and were reflected in other assets on the accompanying consolidated balance sheets. As of December 31, 2024 and 2023, CoreCivic's liability related to the Deferred Compensation Plans was $16.1 million and $14.6 million, respectively, which was reflected in accounts payable and accrued expenses and other liabilities on the accompanying consolidated balance sheets.

Employment and Severance Agreements

CoreCivic currently has an executive severance and change in control plan, which provides for the payment of certain severance amounts upon termination of employment under certain circumstances or a change of control, as defined in the agreements.

15. SEGMENT REPORTING

The CEO of the Company is identified as the CODM as defined by ASU 2023-07. The CODM routinely reviews segment net operating income compared to budget and prior periods to assess performance and allocate resources within reportable segments. As of December 31, 2024, CoreCivic operated 42 correctional and detention facilities, 38 of which the Company owned or controlled via a long-term lease. In addition, CoreCivic operated 21 residential reentry centers, which it owned or controlled via a long-term lease, and owned 6 properties held for lease to government agencies. Management views CoreCivic's operating results in three operating segments, CoreCivic Safety, CoreCivic Community, and CoreCivic Properties, each of which is a reportable segment. CoreCivic Safety includes the operating results of those correctional and detention facilities placed into service that were owned or controlled via a long-term lease and managed by CoreCivic, as well as those correctional and detention facilities owned by a third party and managed by CoreCivic. CoreCivic Safety also includes the operating results of TransCor America, LLC, a subsidiary of the Company that provides transportation services to governmental agencies. CoreCivic Community includes the operating results of those residential reentry centers placed into service that were owned or controlled via a long-term lease and managed by CoreCivic. CoreCivic Community also includes the operating results of the Company's electronic monitoring and case management services. CoreCivic Properties includes the operating results of those properties held for lease to government agencies. The operating performance of the three segments can be measured based on their net operating income. CoreCivic defines facility net operating income as a facility's revenues less operating expenses.

The revenue and facility net operating income for each of the three segments and a reconciliation to CoreCivic's income before income taxes is as follows for the three years ended December 31, 2024, 2023, and 2022 (in thousands):

	For the Years Ended December 31,		
	2024	2023	2022
Revenue:			
Safety	**$1,816,850**	$1,731,421	$1,684,035
Community	**118,656**	115,068	103,263
Properties	**26,085**	49,875	57,873
Total segment revenue	**1,961,591**	1,896,364	1,845,171
Operating expenses:[(1)]			
Safety	**1,382,520**	1,356,496	1,313,567
Community	**96,932**	91,895	86,016
Properties	**13,823**	13,829	13,682
Total segment operating expenses	**1,493,275**	1,462,220	1,413,265
Facility net operating income:			
Safety	**434,330**	374,925	370,468
Community	**21,724**	23,173	17,247
Properties	**12,262**	36,046	44,191
Total facility net operating income	**468,316**	434,144	431,906
Other revenue (expense):			
Other revenue	**55**	271	158
Other operating expense	**(82)**	(210)	(527)
General and administrative	**(152,081)**	(136,084)	(127,700)
Depreciation and amortization	**(128,011)**	(127,316)	(127,906)
Shareholder litigation expense	**—**	—	(1,900)
Asset impairments	**(3,108)**	(2,710)	(4,392)
Interest expense, net	**(67,415)**	(72,960)	(84,974)
Expenses associated with debt repayments and refinancing transactions	**(31,316)**	(686)	(8,077)
Gain on sale of real estate assets, net	**3,262**	798	87,728
Other income	**2,343**	576	986
Income before income taxes	**$ 91,963**	$ 95,823	$ 165,302

[(1)] Salaries and benefits expense is the only significant reportable segment expense regularly reviewed by the CODM for both the Safety and Community segments and represents the majority of segment-level operating expenses given that substantial staff are required to operate the facilities and is the primary factor that drives operating expenses and profitability. Conversely, the Properties segment does not have a significant segment expense given the fact that those properties are operated by government agencies. The following table summarizes the significant segment expense, along with other segment operating expenses to reconcile to total segment operating expenses for both the Safety and Community segments, for the years ended December 31, 2024, 2023 and 2022 (in thousands):

	For the Years Ended December 31,		
	2024	2023	2022
Safety:			
Salaries and benefits	**$ 876,954**	$ 830,418	$ 781,544
Other segment operating expenses[(1)]	**505,566**	526,078	532,023
Safety operating expenses	**1,382,520**	1,356,496	1,313,567
Community:			
Salaries and benefits	**53,521**	48,971	43,650
Other segment operating expenses[(1)]	**43,411**	42,924	42,366
Community operating expenses	**$ 96,932**	$ 91,895	$ 86,016

[(1)] Other segment operating expenses for each reportable segment include, but are not limited to, utilities, property taxes, repairs and maintenance, food, medical, vocational and educational programming, personal care and other resident supplies.

The following table summarizes capital expenditures including accrued amounts for the years ended December 31, 2024, 2023, and 2022 (in thousands):

	For the Years Ended December 31,		
	2024	2023	2022
Capital expenditures:			
Safety	**$ 51,368**	$ 51,070	$ 70,399
Community	**4,484**	3,138	2,362
Properties	**4,542**	2,324	3,560
Corporate and other	**10,028**	11,217	7,123
Total capital expenditures	**$ 70,422**	$ 67,749	$ 83,444

The total assets are as follows (in thousands):

	December 31,	
	2024	2023
Assets:		
Safety	**$2,147,369**	$2,284,243
Community	**204,782**	213,145
Properties	**386,913**	402,889
Corporate and other	**192,827**	205,122
Total assets	**$2,931,891**	$3,105,399

16. SUBSEQUENT EVENTS

During February 2025, CoreCivic issued approximately 1.1 million RSUs to certain of CoreCivic's employees and non-employee directors, with an aggregate value of $20.9 million. Unless earlier vested under the terms of the RSU agreement, approximately 0.7 million RSUs with time-based vesting conditions vest in equal amounts over three years on the later of (i) the anniversary date of the grant or (ii) the delivery of the audited financial statements by the Company's independent registered public accounting firm for the applicable fiscal year. Approximately 0.3 million RSUs with performance-based vesting conditions issued to officers and executive officers are divided into one-third increments, each of which is subject to vesting based upon satisfaction of certain annual performance criteria for the fiscal years ending December 31, 2025, 2026, and 2027, and which can be increased or decreased based on performance relative to the annual performance criteria, and further increased or decreased based on total shareholder return relative to a peer group. Approximately 0.1 million RSUs issued to non-employee directors vest on the first anniversary of the award. Any RSUs that become vested will be settled in shares of CoreCivic's common stock.

CORECIVIC, INC. AND SUBSIDIARIES
SCHEDULE III - REAL ESTATE ASSETS AND ACCUMULATED DEPRECIATION
DECEMBER 31, 2024
(in thousands)

Description	Location	Initial Cost to Company		Cost Capitalized Subsequent to Acquisition	Gross Amount at Which Carried at Close of Period				Accumulated Depreciation (B)	Date Constructed/ Acquired
		Land	Buildings and Improvements		Land and Land Improvements	Buildings and Leasehold Improvements	Total (A)			
Adams County Correctional Center	Adams County, Mississippi	$ 874	$ 119,565	$ 5,386	$ 1,194	$ 124,631	$ 125,825		$ (40,892)	2008
Adams Transitional Center	Denver, Colorado	6,090	853	833	6,354	1,422	7,776		(496)	2017
Allen Gamble Correctional Center	Holdenville, Oklahoma	250	66,701	49,473	1,430	114,994	116,424		(52,837)	1996
Arapahoe Community Treatment Center	Englewood, Colorado	3,760	1,239	1,057	3,760	2,296	6,056		(735)	2017
Austin Residential Reentry Center	Del Valle, Texas	4,190	1,058	586	4,215	1,619	5,834		(599)	2015
Austin Transitional Center	Del Valle, Texas	19,488	4,607	1,363	19,526	5,932	25,458		(2,027)	2015
Bent County Correctional Facility	Las Animas, Colorado	550	13,115	71,109	1,601	83,173	84,774		(37,411)	1992
CAI Boston Avenue	San Diego, California	800	11,440	1,548	891	12,897	13,788		(5,303)	2013
California City Correctional Center	California City, California	1,785	125,337	19,784	3,103	143,803	146,906		(73,681)	1999
Centennial Community Transition Center	Englewood, Colorado	4,905	1,256	838	5,023	1,976	6,999		(640)	2016
Central Arizona Florence Correctional Complex	Florence, Arizona	1,298	133,531	57,888	5,133	187,584	192,717		(101,765)	1994/1999
Cheyenne Transitional Center	Cheyenne, Wyoming	5,567	2,092	1,107	5,567	3,199	8,766		(1,207)	2015
Cibola County Corrections Center	Milan, New Mexico	444	16,215	35,420	1,647	50,432	52,079		(28,504)	1994
Cimarron Correctional Facility	Cushing, Oklahoma	250	71,303	53,632	1,289	123,896	125,185		(56,531)	1997
Coffee Correctional Facility (C)	Nicholls, Georgia	—	—	—	—	—	—		—	1998
Columbine Facility	Denver, Colorado	1,414	488	230	694	694	1,388	(D)	(277)	2016
Commerce Transitional Center	Commerce City, Colorado	5,166	1,758	524	5,171	2,277	7,448		(589)	2017
Corpus Christi Transitional Center	Corpus Christi, Texas	—	1,886	689	—	2,575	2,575		(2,216)	2015
Crossroads Correctional Center	Shelby, Montana	413	33,196	46,231	1,710	78,130	79,840		(48,908)	1999
Crowley County Correctional Facility	Olney Springs, Colorado	211	46,845	36,697	2,709	81,044	83,753		(38,589)	2003
Dallas Transitional Center	Hutchins, Texas	—	3,852	2,077	23	5,906	5,929		(2,545)	2015
Diamondback Correctional Facility	Watonga, Oklahoma	208	41,677	26,845	1,361	67,369	68,730		(36,736)	1998
Eden Detention Center	Eden, Texas	925	27,645	42,340	5,884	65,026	70,910		(34,210)	1995

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CORECIVIC, INC. AND SUBSIDIARIES
SCHEDULE III - REAL ESTATE ASSETS AND ACCUMULATED DEPRECIATION
DECEMBER 31, 2024
(in thousands)

Description	Location	Initial Cost to Company		Cost Capitalized Subsequent to Acquisition	Gross Amount at Which Carried at Close of Period			Accumulated Depreciation (B)	Date Constructed/ Acquired
		Land	Buildings and Improvements		Land and Land Improvements	Buildings and Leasehold Improvements	Total (A)		
El Paso Multi-Use Facility	El Paso, Texas	14,936	4,536	2,367	14,973	6,866	21,839	(2,465)	2015
El Paso Transitional Center	El Paso, Texas	10,325	4,198	1,244	10,558	5,209	15,767	(1,847)	2015
Eloy Detention Center	Eloy, Arizona	498	33,308	20,766	2,379	52,193	54,572	(33,152)	1995
Fort Worth Transitional Center	Fort Worth, Texas	3,251	334	549	3,281	853	4,134	(650)	2015
Houston Processing Center	Houston, Texas	2,250	53,373	59,809	5,456	109,976	115,432	(53,703)	1984
Huerfano County Correctional Center	Walsenburg, Colorado	124	26,358	5,315	1,116	30,681	31,797	(18,171)	1997
James River Residential Center	Newport News, Virginia	800	501	140	814	627	1,441	(105)	2019
Jenkins Correctional Center (C)	Millen, Georgia	—	—	—	—	—	—	—	2012
Kit Carson Correctional Center	Burlington, Colorado	432	35,978	45,204	1,051	80,563	81,614	(35,335)	1998
La Palma Correctional Center	Eloy, Arizona	283	183,155	21,833	2,677	202,594	205,271	(72,339)	2008
Lake Erie Correctional Institution	Conneaut, Ohio	2,871	69,779	7,949	4,397	76,202	80,599	(23,972)	2011
Laredo Processing Center	Laredo, Texas	788	26,737	4,226	986	30,765	31,751	(17,072)	1985
Lee Adjustment Center	Beattyville, Kentucky	500	515	21,081	1,547	20,549	22,096	(11,651)	1998
Leo Chesney Correctional Center	Live Oak, California	250	4,774	1,862	265	6,621	6,886	(4,164)	1989
Longmont Community Treatment Center	Longmont, Colorado	3,364	582	368	3,363	951	4,314	(286)	2016
Marion Adjustment Center	St Mary, Kentucky	250	9,994	9,248	925	18,567	19,492	(9,755)	1998
Midwest Regional Reception Center	Leavenworth, Kansas	130	44,970	46,350	1,069	90,381	91,450	(43,596)	1992
Nevada Southern Detention Center	Pahrump, Nevada	7,548	64,362	14,151	8,458	77,603	86,061	(26,608)	2010
North Fork Correctional Facility	Sayre, Oklahoma	—	42,166	65,111	717	106,560	107,277	(50,004)	1998
Northeast Ohio Correctional Center	Youngstown, Ohio	750	39,583	17,205	2,402	55,136	57,538	(31,853)	1997
Northwest New Mexico Correctional Center	Grants, New Mexico	142	15,888	24,501	1,228	39,303	40,531	(23,305)	1989
Oklahoma Reentry Opportunity Center	Oklahoma City, Oklahoma	8,562	4,631	1,619	8,605	6,207	14,812	(2,268)	2015
Otay Mesa Detention Center	San Diego, California	28,845	114,411	48,196	37,104	154,348	191,452	(28,318)	2015/2019
Prairie Correctional Facility	Appleton, Minnesota	100	22,306	11,799	1,068	33,137	34,205	(21,815)	1991
Recovery Monitoring Solutions	Dallas, Texas	1,152	1,979	1,792	1,280	3,643	4,923	(846)	2018
Red Rock Correctional Center (C)	Eloy, Arizona	—	—	—	—	—	—	—	2006

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CORECIVIC, INC. AND SUBSIDIARIES
SCHEDULE III - REAL ESTATE ASSETS AND ACCUMULATED DEPRECIATION
DECEMBER 31, 2024
(in thousands)

		Initial Cost to Company			Gross Amount at Which Carried at Close of Period				
Description	**Location**	**Land**	**Buildings and Improvements**	**Cost Capitalized Subsequent to Acquisition**	**Land and Land Improvements**	**Buildings and Leasehold Improvements**	**Total (A)**	**Accumulated Depreciation (B)**	**Date Constructed/ Acquired**
Saguaro Correctional Facility	Eloy, Arizona	193	98,903	7,271	3,055	103,312	106,367	(37,782)	2007
South Raleigh Reentry Center	Raleigh, North Carolina	277	663	658	350	1,248	1,598	(169)	2019
Southeast Kentucky Correctional Facility	Wheelwright, Kentucky	500	24,487	21,964	3,392	43,559	46,951	(22,095)	1998
Stewart Detention Center	Lumpkin, Georgia	143	70,560	22,927	1,742	91,888	93,630	(42,492)	2004
T. Don Hutto Residential Center	Taylor, Texas	183	13,418	13,674	982	26,293	27,275	(11,653)	1997
Tallahatchie County Correctional Facility	Tutwiler, Mississippi	—	44,638	110,908	2,373	153,173	155,546	(72,882)	2000
Torrance County Detention Facility	Estancia, New Mexico	511	52,599	15,507	1,995	66,622	68,617	(36,240)	1990
Trousdale Turner Correctional Center	Hartsville, Tennessee	649	135,412	6,320	2,004	140,377	142,381	(26,528)	2015
Turley Residential Center	Tulsa, Oklahoma	421	4,105	1,252	432	5,346	5,778	(1,933)	2015
Webb County Detention Center	Laredo, Texas	498	20,161	7,279	2,330	25,608	27,938	(16,156)	1998
West Tennessee Detention Facility	Mason, Tennessee	538	31,931	8,638	2,174	38,933	41,107	(23,474)	1990
Wheeler Correctional Facility (C)	Alamo, Georgia	—	—	—	—	—	—	—	1998
Whiteville Correctional Facility	Whiteville, Tennessee	303	51,694	10,539	1,855	60,681	62,536	(34,680)	1998
Totals		**$ 150,955**	**$ 2,078,648**	**$ 1,115,279**	**$ 216,688**	**$ 3,127,450**	**$ 3,344,138**	**$ (1,406,062)**	

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CORECIVIC, INC. AND SUBSIDIARIES
SCHEDULE III - REAL ESTATE ASSETS AND ACCUMULATED DEPRECIATION
DECEMBER 31, 2024
(in thousands)

NOTES TO SCHEDULE III - REAL ESTATE ASSETS AND ACCUMULATED DEPRECIATION

(A) The aggregate cost of properties for federal income tax purposes is approximately $3.7 billion at December 31, 2024.
(B) Depreciation is calculated using estimated useful lives of depreciable assets up to 50 years for prison facilities.
(C) CoreCivic retains title to this asset, which is classified under other real estate assets on the Company's consolidated balance sheets in accordance with ASC 853.
(D) CoreCivic recorded a non-cash impairment during the fourth quarter of 2022 to write down the book value of the Columbine Facility to the estimated fair values assuming uses other than correctional or residential reentry facilities.

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CORECIVIC, INC. AND SUBSIDIARIES
SCHEDULE III - REAL ESTATE ASSETS AND ACCUMULATED DEPRECIATION
FOR THE YEARS ENDED DECEMBER 31, 2024, 2023, AND 2022
(in thousands)

	For the Years Ended December 31,		
	2024	**2023**	**2022**
Investment in Real Estate:			
Balance at beginning of period	$ 3,323,411	$ 3,288,714	$ 3,352,942
Additions through capital expenditures	32,346	46,773	41,449
Asset impairments	—	—	(4,241)
Disposals/Other	(11,619)	(12,076)	(101,436)
Balance at end of period	$ 3,344,138	$ 3,323,411	$ 3,288,714
Accumulated Depreciation:			
Balance at beginning of period	$ (1,324,581)	$ (1,244,044)	$ (1,194,051)
Depreciation	(84,386)	(82,780)	(81,937)
Disposals/Other	2,905	2,243	31,944
Balance at end of period	$ (1,406,062)	$ (1,324,581)	$ (1,244,044)

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Exhibit 31.1

CERTIFICATION OF THE CEO PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Damon T. Hininger, certify that:

1. I have reviewed this Annual Report on Form 10-K of CoreCivic, Inc.;

2. Based on my knowledge, this Annual Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statement made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Annual Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Annual Report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Annual Report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this Annual Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Annual Report based on such evaluation; and

    d) Disclosed in this Annual Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2025

/s/ Damon T. Hininger
Damon T. Hininger
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF THE CFO PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David M. Garfinkle, certify that:

1. I have reviewed this Annual Report on Form 10-K of CoreCivic, Inc.;

2. Based on my knowledge, this Annual Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statement made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Annual Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Annual Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Annual Report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Annual Report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this Annual Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Annual Report based on such evaluation; and

    d) Disclosed in this Annual Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 21, 2025

/s/ David M. Garfinkle
David M. Garfinkle
Executive Vice President, Chief
Financial Officer, and Principal
Accounting Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of CoreCivic, Inc. (the "Company") on Form 10-K for the period ending December 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Damon T. Hininger, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Damon T. Hininger
Damon T. Hininger
Chief Executive Officer
February 21, 2025

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of CoreCivic, Inc. (the "Company") on Form 10-K for the period ending December 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David M. Garfinkle, Executive Vice President, Chief Financial Officer, and Principal Accounting Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

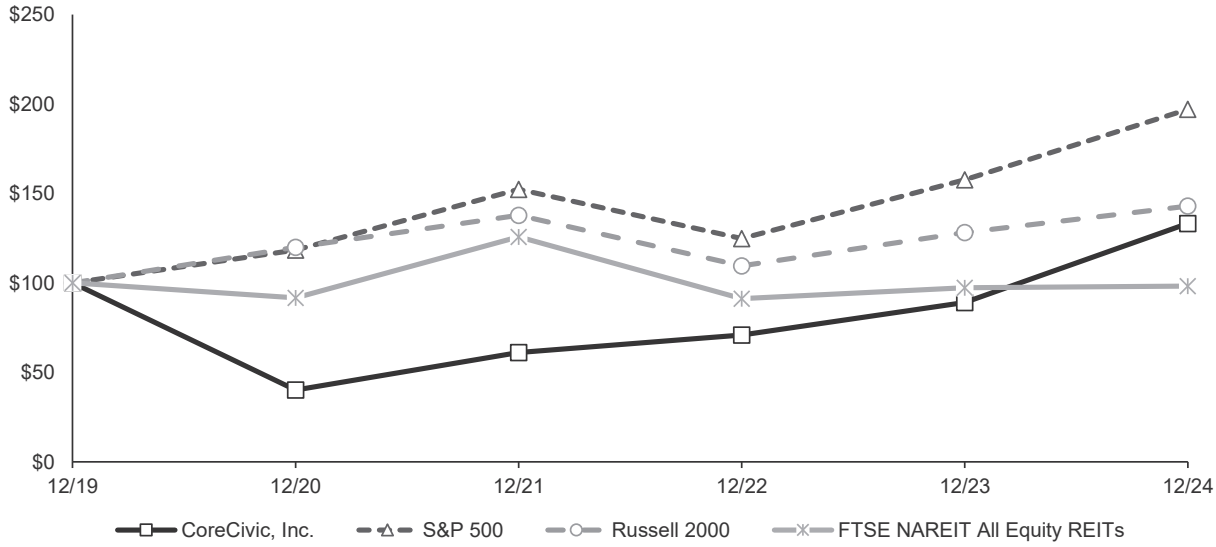
/s/ David M. Garfinkle
David M. Garfinkle
Executive Vice President, Chief Financial Officer, and Principal Accounting Officer
February 21, 2025

CoreCivic, Inc.
5-Year Cumulative Total Return

Benchmark	Indexed Return					
	12/19	12/20	12/21	12/22	12/23	12/24
CoreCivic, Inc.	$100	$40	$61	$71	$89	$133
S&P 500	$100	$118	$152	$125	$158	$197
Russell 2000	$100	$120	$138	$110	$128	$143
FTSE NAREIT All Equity REITs	$100	$92	$126	$91	$97	$98

Comparison of 5 Year Cumulative Total Return*

Among CoreCivic, Inc., the S&P 500 Index, the Russell 2000 Index,
and the FTSE NAREIT All Equity REITs Index



* $100 invested on 12/31/19 in stock or index, including reinvestment of dividends.
Fiscal year ending December 31.

APPENDIX TO 2024 ANNUAL LETTER

Reconciliation of Non-GAAP Disclosures

($ in thousands, except per share amounts)

	FOR THE YEAR ENDED DECEMBER 31,		
	2024	**2023**	**2022**
Net income	**$ 68,868**	$ 67,590	$ 122,320
Special items:			
Expenses associated with debt repayments and refinancing transactions	**31,316**	686	8,077
Gain on sale of real estate assets, net	**(3,262)**	(798)	(87,728)
Shareholder litigation expense	**—**	—	1,900
Income tax expense associated with change in corporate tax structure and other special tax items	**—**	930	—
Asset impairments	**3,108**	2,710	4,392
Income tax expense (benefit) for special items	**(9,781)**	(758)	19,338
Adjusted net income	**$ 90,249**	$ 70,360	$ 68,299
Weighted average common shares outstanding — basic	**110,939**	113,798	118,199
Effect of dilutive securities:			
Restricted stock-based awards	**902**	852	899
Weighted average shares and assumed conversions — diluted	**111,841**	114,650	119,098
Adjusted Earnings Per Diluted Share	**$ 0.81**	$ 0.61	$ 0.57

	FOR THE YEAR ENDED DECEMBER 31,		
	2024	**2023**	**2022**
Net income	**$ 68,868**	$ 67,590	$ 122,320
Depreciation and amortization of real estate assets	**99,865**	98,076	96,917
Impairment of real estate assets	**2,418**	—	4,392
Gain on sale of real estate assets, net	**(3,262)**	(798)	(87,728)
Income tax expense for special items	**242**	226	21,995
Funds From Operations	**$ 168,131**	$ 165,094	$ 157,896
Expenses associated with debt repayments and refinancing transactions	**31,316**	686	8,077
Income tax expense associated with change in corporate tax structure and other special tax items	**—**	930	—
Shareholder litigation expense	**—**	—	1,900
Other asset impairments	**690**	2,710	—
Income tax benefit for special items	**(10,023)**	(984)	(2,657)
Normalized Funds From Operations	**$ 190,114**	$ 168,436	$ 165,216
Funds From Operations Per Diluted Share	**$ 1.50**	$ 1.44	$ 1.33
Normalized Funds From Operations Per Diluted Share	**$ 1.70**	$ 1.47	$ 1.39

APPENDIX TO 2024 ANNUAL LETTER

Reconciliation of Non-GAAP Disclosures

($ in thousands)

	FOR THE YEAR ENDED DECEMBER 31,		
	2024	**2023**	**2022**
Net income	**$ 68,868**	$ 67,590	$ 122,320
Interest expense	**79,681**	85,265	95,851
Depreciation and amortization	**128,011**	127,316	127,906
Income tax expense	**23,095**	28,233	42,982
EBITDA	**$ 299,655**	$ 308,404	$ 389,059
Expenses associated with debt repayments and refinancing transactions	**31,316**	686	8,077
Gain on sale of real estate assets, net	**(3,262)**	(798)	(87,728)
Shareholder litigation expense	**—**	—	1,900
Asset impairments	**3,108**	2,710	4,392
Adjusted EBITDA	**$ 330,817**	$ 311,002	$ 315,700

Adjusted Net Income, EBITDA, Adjusted EBITDA, Funds From Operations (FFO), Normalized FFO and, where appropriate, their corresponding per share metrics, are non-GAAP financial measures. CoreCivic believes that these measures are important operating measures that supplement discussion and analysis of the Company's results of operations and are used to review and assess operating performance of the Company and its properties and their management teams. CoreCivic believes that it is useful to provide investors, lenders, and security analysts disclosures of its results of operations on the same basis that is used by management. FFO, in particular, is a widely accepted non-GAAP supplemental measure of performance of real estate companies, grounded in the standards for FFO established by the National Association of Real Estate Investment Trusts (NAREIT). NAREIT defines FFO as net income computed in accordance with generally accepted accounting principles, excluding gains (or losses) from sales of property and extraordinary items, plus depreciation and amortization of real estate and impairment of depreciable real estate and after adjustments for unconsolidated partnerships and joint ventures calculated to reflect FFO on the same basis. As a company with extensive real estate holdings, we believe FFO and FFO per share are important supplemental measures of our operating performance and believe they are frequently used by securities analysts, investors and other interested parties in the evaluation of REITs and other real estate operating companies many of which present FFO and FFO per share when reporting results. EBITDA, Adjusted EBITDA and FFO are useful as supplemental measures of performance of the Company's properties because such measures do not take into account depreciation and amortization, or with respect to EBITDA, the impact of the Company's tax provisions and financing strategies. Because the historical cost accounting convention used for real estate assets requires depreciation (except on land), this accounting presentation assumes that the value of real estate assets diminishes at a level rate over time. Because of the unique structure, design and use of the Company's properties, management believes that assessing performance of the Company's properties without the impact of depreciation or amortization is useful. CoreCivic may adjust FFO from time to time for certain other income and expenses that it considers non-recurring, infrequent or unusual, even though such items may require cash settlement, because such items do not reflect a necessary or ordinary component of the ongoing operations of the Company. Normalized FFO excludes the effects of such items. CoreCivic calculates Adjusted Net Income by adding to GAAP Net Income expenses associated with the Company's debt repayments and refinancing transactions, and certain impairments and other charges that the Company believes are unusual or non-recurring to provide an alternative measure of comparing operating performance for the periods presented. Other companies may calculate Adjusted Net Income, EBITDA, Adjusted EBITDA, FFO and Normalized FFO differently than the Company does, or adjust for other items, and therefore comparability may be limited. Adjusted Net Income, EBITDA, Adjusted EBITDA, FFO and Normalized FFO and, where appropriate, their corresponding per share measures are not measures of performance under GAAP, and should not be considered as an alternative to cash flows from operating activities, a measure of liquidity or an alternative to net income as indicators of the Company's operating performance or any other measure of performance derived in accordance with GAAP. This data should be read in conjunction with the Company's consolidated financial statements and related notes included in its filings with the Securities and Exchange Commission.

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5501 Virginia Way, Suite 110
Brentwood, TN 37027
(615) 263-3000
Website: ir.corecivic.com
NYSE: CXW

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. 5:25-cv-02169-TC-BGS**
	)	
CORECIVIC, INC.,	)	
	)	
Defendant.	)	

DECLARATION OF ROBERTA BEIER

1. My name is Roberta Beier. I am the Director of Finance for the City of Leavenworth and have personal knowledge of the facts stated in this declaration.

2. As of March 31, 2025, the City's General Fund had an unencumbered cash balance of $9,292,857. However, the City's reserves policy states that the City must maintain cash reserves of 16% of General Fund operating expenses. So of the $9,292,857, the City must "set aside" that amount to comply with our policy.

3. Currently, the amount of the unencumbered cash balance the City must set aside to remain in compliance with its reserve policy is $3,997,241, which is 16% of the General Fund operating expenses for this fiscal year.

4. This leaves $5,295,616 available to satisfy any claim by CoreCivic that is wrongfully enjoined.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 16, 2025.

Roberta Beier

EXHIBIT D

Case 129466 CLERK OF THE APPELLATE COURTS Filed 2025 Sep 17 PM 11:06

No. 25-129466-A

IN THE COURT OF APPEALS
OF THE
STATE OF KANSAS

CITY OF LEAVENWORTH, KANSAS
Plaintiff-Appellee,

v.

CORECIVIC, INC.,
Defendant-Appellant,

AND

MISTY LYNN MACKEY,
Defendant.

BRIEF OF APPELLANT CORECIVIC, INC.

Appeal from the District Court of Leavenworth County, Kansas
Honorable John J. Bryant
District Court Case No. 25CV00180

Taylor Concannon Hausmann, KS #26668
HUSCH BLACKWELL LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
T: 816.983.8000
F: 816.983.8080
Taylor.Hausmann@HuschBlackwell.com

Attorney for Appellant

September 17, 2025 Oral Argument: 15 minutes

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NATURE OF THE CASE

This matter arises out of the District Court of Leavenworth, Kansas's improper grant of a temporary injunction. For more than 30 years, Defendant-Appellant CoreCivic, Inc. ("CoreCivic") has owned and operated its property in Leavenworth, Kansas, as a private prison and detention center. Despite being designated as both a lawful conforming use and an existing special use under the City's Development Regulations, Plaintiff-Appellee the City of Leavenworth (the "City") now insists that CoreCivic must refrain from exercising its longstanding right to utilize its property at the Midwest Regional Reception Center ("MRRC") in this manner unless it obtains a special use permit ("SUP").

After CoreCivic announced its intent to partner with U.S. Immigration and Customs Enforcement ("ICE'), the City acted promptly to attempt to stop CoreCivic from meeting its contractual demands by passing a resolution purporting to rescind CoreCivic's status as an existing special use and a lawful conforming use pursuant to Section 2.04.C, a provision in the City's Development Regulations governing the issuance, continuance, and rescission of SUPs and that by its plain language does not apply here. The City took this action without notice to CoreCivic or an opportunity to be heard. Indeed, CoreCivic only learned of the City's efforts through media reports. The City then promptly initiated litigation and requested a temporary injunction to give

immediate effect to its resolution and stop CoreCivic's partnership with ICE prior to a full resolution of the dispute on the merits.

Although the City failed to meet its burden on each of the five factors necessary to entitle it to this extraordinary and potent remedy, the district court went along and entered the temporary injunction.

This was error. It is undisputed that CoreCivic does not have and has never had an SUP. Under the plain language of the City's Development Regulations, Section 2.04.C does not apply to CoreCivic, and the City identified no other basis from which the district court could conclude that CoreCivic was no longer allowed to operate its property, consistent with its sole and historical use, or fulfill its obligations to ICE without an SUP.

Even if the City were successful in its attempt to co-opt Section 2.04.C's 12-month discontinuance language and apply it to CoreCivic outside the context of a written and signed SUP, the City's claims would still fail because the City failed to offer evidence capable of demonstrating that CoreCivic had abandoned or discontinued the use of its property, as those terms are defined under Kansas law. The Development Regulations' plain language compels judgment for CoreCivic as a matter of law.

The district court failed to analyze the merits of these arguments, which permeated its temporary-injunction analysis and undermined its conclusions on the other factors of that analysis.

STATEMENT OF THE ISSUES

I. Whether the district court erred by concluding the City met its burden to establish that it is substantially likely to succeed on the merits of its claims.

II. Whether the district court erred by concluding the City met its burden to establish it will suffer irreparable harm in the absence of a temporary injunction.

III. Whether the district court erred by concluding the City met its burden to establish an action at law will not provide an adequate remedy, the balance of the harms favors the City, and the injunction is not adverse to the public interest.

IV. Whether CoreCivic is entitled to damages, including attorneys' fees, arising out of an injunction that should not have been granted.

STATEMENT OF FACTS

Since 1992, CoreCivic has owned and operated property in Leavenworth, Kansas, as a private prison and detention center. (R. II, 108–09, 118, ¶¶ 3, 5, 36). This property, now known as MRRC, is located at 100 Highway Terrace, Leavenworth, Kansas. (R. II, 108–09, ¶¶ 3, 7 n.1). Despite being designated as both a lawful conforming use and an existing special use under the City of Leavenworth's Development Regulations, (R. III, 316, ¶ 3), the City now insists that CoreCivic must refrain from utilizing its property at the MRRC as a jail or prison unless and until it obtains an SUP. (R. III, 318–19, ¶ 13).

In 2012, the City adopted Ordinance No. 7911, which amended the Development Regulations to prohibit the operation of a jail or prison without receiving an SUP from the City. (R. III, 316, ¶ 1). With the enactment of Ordinance No. 7911, a party whose property was subject to an SUP was required to submit an application and supporting documentation to the City Commission before using the property for a particular purpose. (R. II, 295; R. II, 279–81, Sec. 2.04.B). The application was then subject to a series of procedures: among other things, a notice of the application would be made to the public (R. II, 279–80, Sec. 2.04.B.3); a public hearing before the Planning Commission would be held (R. II, 280–81, Sec. 2.04.B.2 & 4); the Planning Commission would issue recommendations on the application (R. II, 280, Sec. 2.04.B.5); the public could submit protest petitions relating to the application

(R. II, 280, Sec. 2.04.B.6); and the City Commission would decide whether to issue the SUP (R. II, 280, Sec. 2.04.B.7)—a "signed document from a designated community official authorizing development." (R. III, 81, 293 (defining "Permit")).

The Development Regulations also set rules for the continuation and rescission of an SUP, providing:

> [An SUP] may be granted by and continued annually by the City Commission, City of Leavenworth, Kansas. The continuation of [an SUP] exists within the property as long as such [SUP] is used in accordance with its original intended and approved purpose and the annual SUP fee is paid. Any discontinuance of more than 12 months, violation of permit conditions, or failure to pay a fee may enable the City Commission to administratively rescind [an SUP].

(R. II, 281, Sec. 2.04.C).

Having operated its property as a prison or detention center since 1992, CoreCivic was not subject to the Development Regulations' provisions regarding SUPs. (R. III, 316, ¶ 3). In fact, CoreCivic was expressly *exempt* from the SUP requirement imposed by Ordinance No. 7911 because its use of the property was grandfathered under Section 1.05.E.2 of the Development Regulations, which deemed the property both an "existing special use" and a "lawful conforming use." (*Id.*). Specifically, Section 1.05.E.2 provides:

> Status of Existing Legal Uses Designated as Special Uses. Any existing legal use at the effective date [November 13, 2012] of these Development Regulations which is designated as a special use by these Development Regulations shall be deemed as *an existing special use and a lawful conforming use.*

(R. II, 278, Sec. 1.05.E.2 (emphasis added)).

In 2021, President Joseph Biden signed Executive Order 14006 prohibiting the Department of Justice from renewing contracts with private prisons. (R. II, 35–36; R. III, 316–17, ¶ 5). CoreCivic has not housed detainees at MRRC since the expiration of CoreCivic's contract with the U.S. Marshals Service following Executive Order 14006. (*See id.*).

During this time, however, CoreCivic has consistently utilized, operated, and maintained its property. (R. III, 33, ¶¶ 13, 16). It paid its bills and the property taxes. (R. III, 33, ¶ 15). It marketed the property, submitted pricing proposals, responded to proposals, and engaged in contract and other negotiations for detention services. (R. III, 33, ¶ 16). CoreCivic also continuously employed individuals at MRRC and engaged in contract negotiations for detention services, including as a partner for ICE. (R. III, 32–33, ¶¶ 7–9, 12–16; R. III, 317, ¶ 6). CoreCivic never discontinued or abandoned its use of the property as a detention and detainment center, and it has never had any intent to discontinue or abandon that use. (R. III, 32–33, ¶¶ 12–13). CoreCivic has consistently utilized and maintained its property for the same purpose since 1992. (R. III, 33, ¶ 13).

In 2024, CoreCivic was engaging in conversations with the City about CoreCivic's opportunity to serve as a partner for ICE. (R. III, 32, ¶ 8; R. III,

317, ¶ 7). After CoreCivic informed the City about its contract for ICE and CoreCivic's opportunity to serve as a partner for the federal government, *id.* at ¶ 7 (R. III, 32, ¶ 8; R. III, 317, ¶ 7), the City adopted Resolution No. B-2394 (the "Resolution"). (*See* R. III, 318, ¶ 9).

In the Resolution, the City proclaimed—incorrectly—that CoreCivic's use of its property "as a jail or prison" had been "discontinued and abandoned on or about January 1, 2022, and ha[d] not been reestablished as of the date of th[e] resolution, such that the use was discontinued or abandoned for a period exceeding twelve (12) months." (R. II, 311). According to the City, CoreCivic's purported discontinuance or abandonment of its authorized use, enabled the City—"pursuant to Sec. 2.04.C of the Development Regulations"—to "administratively rescind[] any and all special use permits or special use designations for . . . the Property as a jail and/or prison." (R. II, 311).[1]

[1]The Resolution also stated that CoreCivic could no longer operate the property as a jail or prison because its use was no longer "a lawful nonconforming use" under Section 1.05.D.8. (R. II, 311). But the Development Regulations designated CoreCivic's use of its property as a "lawful ***conforming*** use," (R. II, 278 (emphasis added)), and nothing in the Development Regulations provides for the revocation of such a designation. Moreover, Kansas law is clear that a nonconforming use is a vested right protected by due process, which the City admits CoreCivic was not provided here. *Crumbaker v. Hunt Midwest Min., Inc.*, 275 Kan. 872, 882. 69 P.3d 601, 609 (2003); *Vickers v. Franklin Cnty. Bd. of Comm'rs*, No. 118, 649, 2019 WL 3242274, at *5 (Kan. Ct. App. July 19, 2019); (R. III, 34, ¶ 23).

The City provided CoreCivic with no notice of its intent to rescind CoreCivic's status as an existing special use and lawful conforming use and no opportunity to be heard on whether it had, in fact, abandoned or discontinued its use of its property as a jail or prison. (R. III, 34, ¶ 23).

This litigation followed. The City filed a Motion for Temporary Injunction in the District Court of Leavenworth County, (R. II, 28–47), which the district court granted on July 11, 2025, temporarily enjoining CoreCivic from operating a jail or prison, as those terms are defined in the Development Regulations, at MRRC, unless and until it obtains an SUP from the City. (R. III, 314–20). This appeal followed. (R. IV, 30–31).

ARGUMENTS AND AUTHORITIES

Temporary injunctions are considered an "extraordinary" remedy, and they should be used "sparingly." *State ex rel. Kobach v. Harper*, 65 Kan. Ct. App.2d 680, 686–87, 571 P.3d 6, 13 (2025) (noting that "[w]hile temporary injunctions serve an important role in preventing immediate harm, a full hearing on the merits by a neutral tribunal ensures that all parties have a fair opportunity to present their case and that a court's final decisions are made based on a comprehensive understanding of the issues"; temporary injunctions "put[] the judge in a position of prejudging the merits"). "Because the issuance of an injunction is contrary to delaying a decision until there is a fair opportunity to hear all the merits of the case, our courts require extraordinary

evidence to support such an order." *Id.* The "right to relief must be clear and unequivocal." *Harper*, 65 Kan. Ct. App.2d at 691, 571 P.3d at 15 (quoting *Dominion Video Satellite, Inc. v. Echostar Satellite Corp.*, 356 F.3d 1256, 1261 (10th Cir. 2004)).

The purpose of a temporary injunction is not to determine any disputed right but to prevent injury to a claimed right pending a final determination of the controversy on its merits. *See Idbeis v. Wichita Surgical Specialists*, 285 Kan. 485, 492, 173 P.3d 642 (2007); *Harper*, 65 Kan. Ct. App.2d at 686, 571 P.3d at 13. A temporary injunction is not proper where it appears to accomplish the whole object of the suit without bringing the cause or claim to trial. *Steffes v. City of Lawrence*, 284 Kan. 380, 394, 160 P.3d 843, 853 (2007). "A temporary injunction merely preserves the status quo *until a final determination of a controversy can be made*." *Id.* (emphasis in original) (quoting *Wichita Wire, Inc.*, 11 Kan. Ct. App.2d 459, 461, 726 P.2d 287, 290 (1986)); *see also Harper*, 65 Kan. Ct. App.2d at 686–87, 571 P.3d at 13 ("It preserves the relative positions of the parties until a full decision on the merits can be made.").

To obtain injunctive relief, including a temporary injunction, the requesting party must show:

> (1) a substantial likelihood of success on the merits; (2) a reasonable probability of irreparable future injury to the movant; (3) an action at law will not provide an adequate remedy; (4) the threatened injury to the movant outweighs whatever damage the

> proposed injunction may cause the opposing party; and (5) the injunction, if issued, would not be adverse to the public interest.

Garetson Bros. v. Am. Warrior, Inc., 347 P.3d 687, 699, 51 Kan. Ct. App.2d 370, 390 (2015) (citing *Downtown Bar & Grill v. State*, 294 Kan. 188, 191, 273 P.3d 709, 713 (2012)). All of these factors are necessary for a party to obtain a temporary injunction. *Harper*, 65 Kan. Ct. App.2d at 687, 571 P.3d at 13. "The absence of a single factor ends the inquiry." *Id.*

In determining whether to grant injunctive relief, courts give particular emphasis to the first two factors. *Harper*, 65 Kan. Ct. App.2d at 687–68, 571 P.3d at 13.

> The likelihood of success and irreparable injury requirements are designed to protect the defendant from erroneous grants of this potent remedy. Eliminating or watering down these two elements is prejudicial to defendants and leads to excessive resort to this remedy. In short, the extraordinary become ordinary. Adhering to the likelihood of success and irreparable injury requirements is, moreover, not only fair to defendants, but facilitates more reliable and sound judicial decision-making. Our legal system is better served by definitive conclusions reached after a full trial, or on summary judgment, than the tentative rulings associated with preliminary injunctions.

Id. (quoting DiSarro, *Freeze Frame: The Supreme Court's Reaffirmation of the Substantive Principles of Preliminary Injunctions*, 47 Gonz. L. Rev. 51, 97-98 (2011)).

Against this backdrop, the district court's order cannot withstand scrutiny on any of the temporary injunction factors. The City failed to carry its

burden to establish any of the prerequisites for this potent remedy, and the district court's findings of fact in granting the temporary injunction were not supported by substantial evidence sufficient to support the district court's conclusions of law. The City did not meet its burden to establish it was substantially likely to succeed on the merits of its claims for injunctive and declaratory relief prohibiting CoreCivic from housing detainees at MRRC "without applying for and obtaining [an SUP]." (R. II, 127–28 (Count II); *see also* R. II, 126–27 (Count I)). The district court's conclusion to the contrary ignores the plain and unambiguous language in the Development Regulations. Indeed, the district court failed to meaningfully consider the merits of these arguments at all, which as discussed in greater detail below, undermines its conclusions on other factors of the temporary-injunction analysis.

The district court also erred in finding the City demonstrated a reasonable probability of irreparable harm by improperly merging the irreparable harm requirement with the first factor—a substantial likelihood of prevailing on the merits. Irreparable harm requires some tangible consequence from a party's conduct other than an alleged violation of the law. The district court's conclusion on this critical factor also presupposes that the City is correct on the merits of its case, an inquiry the district court explicitly circumvented.

Further, despite the City's failure to brief the third factor for a temporary injunction—that the City lacks an adequate remedy at law—the district court

concluded the City had met its burden on this factor based on the difficulty of measuring damages that may (or may not) accrue in the future. The City provided no basis from which the district court could conclude that it lacked an adequate remedy at law. It does not.

Finally, the district court erred in its analysis of the balance-of-the equities and public-interest factors, which strongly favor CoreCivic. The district court's conclusions on these factors again presupposes the City is correct on the merits of the case. It also ignores the substantial and uncontroverted evidence in the record demonstrating that these factors strongly favor CoreCivic.

This Court should reverse the district court's order.

I. The District Court Erred by Concluding the City Met Its Burden to Establish a Substantial Likelihood of Success on the Merits.

A. Standard of Review and Statement of Preservation.

An appellate court reviews the grant or denial of injunctive relief under an abuse of discretion standard. *Downtown Bar & Grill*, 294 Kan. at 191, 273 P.3d at 713. A court abuses its discretion when the action taken is (1) arbitrary, fanciful, or unreasonable; (2) based on an error of law; or (3) based on an error of fact. *Harper*, 65 Kan. Ct. App.2d at 690, 571 P.3d at 14 (citing *In re Spradling*, 315 Kan. 552, 590, 509 P.3d 483 (2022)). The court reviews any legal conclusions by the district court under a de novo standard of review.

Downtown Bar & Grill, 294 Kan. at 191-92, 273 P.3d at 713. To the extent the district court relies on statutory interpretation, or the interpretation of an ordinance, this Court's review is unlimited. *State v. Betts*, 316 Kan. 191, 197, 514 P.3d 341 (2022) (statutory interpretation presents a question of law over which appellate courts have unlimited review); *Robinson v. City of Wichita Employees' Retirement Bd. of Trustees*, 241 P.3d 15, 20, 291 Kan. 266, 272 (Kan. 2010) (interpretation of an ordinance presents a question of law over which appellate courts have unlimited review).

CoreCivic preserved the issue presented for appeal. *See, e.g.*, (R. III, 7–22; R. III, 314–20).

B. The Temporary Injunction Disrupts the Status Quo.

The temporary injunction here disrupts, rather than maintains, the status quo. *Contra Garetson Bros.*, 347 P.3d at 699, 51 Kan. Ct. App.2d at 391. The status quo is defined as "the last actual, peaceable, noncontested position of the parties which preceded the pending controversy." *Id.* (quoting *U.S.D. No. 503 v. McKinney*, 236 Kan. 224, 227, 689 P.2d 860, 865 (1984)).

It is undisputed that prior to March 25, 2025, CoreCivic's use of its property as a jail or prison, as those terms are defined under the Development Regulations, was deemed "an existing special use and a lawful conforming use," and CoreCivic was not required to obtain an SUP. (R. II, 108–09, 118–19, ¶¶ 5, 40–41). On March 25, 2025, the City adopted a Resolution—without

notice to CoreCivic or an opportunity to be heard on the matter—purporting to rescind CoreCivic's "designated special use of the Property" pursuant to Section 2.04.C of the Development Regulations. (*See* R. II, 119–20, ¶¶ 42–44). The City contends that the City was "authorized" to take action and "administratively rescind" CoreCivic's use of its property as a "designated special use" based on CoreCivic's purported "discontinuance," or abandonment, of the use of its property as a "jail" or "prison" for more than 12 months, thereby requiring any subsequent use of the property to comply with the Development Regulations' SUP requirements. (*See* R. II, 119–20, ¶¶ 42–44). CoreCivic disputes that Section 2.04.C applies in the first instance, that CoreCivic discontinued or abandoned the use of its property as a jail or prison, that the City had any basis to administratively rescind CoreCivic's use of its property as a "designated special use" (pursuant to Section 2.04.C or otherwise), and that the City's Resolution has the legal effect of preventing CoreCivic from using its property as a jail or prison without first acquiring an SUP. (*See, e.g.*, R. III, 32–33, ¶¶ 12–16; R. III, 9–14).

As follows, the last actual, peaceable, uncontested position of the parties was prior to the City's attempted administrative rescission of CoreCivic's status as a "designated special use" pursuant to Section 2.04.C and pursuant to which the City now contends CoreCivic must obtain an SUP. Prior to the City's affirmative action under Section 2.04.C to rescind CoreCivic's status, it

is undisputed that CoreCivic's use of its property as a jail or prison was deemed "an existing special use and a lawful conforming use," and CoreCivic was not required to obtain an SUP. (R. II, 108–09, 118–19, ¶¶ 5, 40–41). The status quo, therefore, is best preserved by allowing CoreCivic to continue to use its property as a jail or prison, as those terms are defined under the Development Regulations, consistent with the sole and historic use of that property since 1992.

C. The City Failed to Establish a Substantial Likelihood It Will Eventually Prevail on the Merits of Its Claims.

The district court performed no meaningful analysis of the merits of this case. The City argued that it was substantially likely to succeed on the merits of its declaratory and injunctive relief claims based on the plain language of the Development Regulations. (*See* R. II, 41–42).[2] The district court did not evaluate CoreCivic's defenses to these claims, including that Section 2.04.C by its plain language does not apply to CoreCivic who does not have and has never had an SUP and that the City failed to offer substantial and compelling evidence that CoreCivic abandoned or discontinued the use of its property as a detention center. (*See* R. III, 318–19, ¶¶ 10, 14–15; *see also* R. V, 63:6–64:16). Properly considered, this analysis illustrates that the City's arguments are not

[2] The City also asserted a public nuisance claim against CoreCivic (Count IV) and an aiding and abetting claim against CoreCivic's Warden Misty Mackey (Count III). (R. II, 129–31). The district court recently dismissed these claims.

supported by the facts or the law.

1. Section 2.04.C Does Not Apply in the Absence of a Signed and Written Permit.

It is undisputed that the City's 2012 Development Regulations "grandfathered" CoreCivic's existing use of its property as a jail or prison and designated CoreCivic's operations as both a "lawful conforming use" and an "existing special use." (*See* R. II, 108–09, 118–19, ¶¶ 5, 40–41; R. II, 278, Sec. 1.05.E.2 ("Any existing legal use at the effective date of these Development Regulations . . . shall be deemed as an existing special use and a lawful conforming use.")).

The interpretation of a municipal ordinance is a question of law. *Robinson*, 241 P.3d 15, 20, 291 Kan. 266, 272. A court applies the same rules to interpreting a municipal ordinance as it applies to interpreting a statute. *Id.* "[W]hen a municipal ordinance is plain and unambiguous, the court must give effect to express language, rather than determine what the law should or should not be." *Id.* The Court should not speculate on legislative intent or read the provision to add something not readily found in it. *Id.* "If the provision's language is clear, there is no need to resort to statutory construction." *Id.*

The City now contends that because detainees have not resided at MRRC for more than twelve months, CoreCivic abandoned or discontinued its use of the property as a jail or prison, allowing the City to administratively rescind

CoreCivic's special use authorization pursuant to Section 2.04 of the Development Regulations. By its plain language Section 2.04 does not apply to CoreCivic's "existing special use." It applies to "Special Use Permits," which the City concedes CoreCivic does not have and has never had. (*See* R. II, 108–09, ¶¶ 5–7; *see also* R. II, 284 (Art. 12 Definitions, "Permit") (defining "permit" as "[a] signed document from a designated community official authorizing development."); R. III, 81 & n.7; R. III, 331). For the same reason there was no SUP for the City to continue annually or SUP fee for CoreCivic to pay, there was no SUP for the City to administratively rescind.

This Court's analysis can stop here. By its plain and unambiguous language Section 2.04.C does not apply to CoreCivic and the City had no basis to apply Section 2.04.C's discontinuance provision or attempt to administratively rescind CoreCivic's designated status as an existing special use. This is true regardless of whether CoreCivic later abandoned or discontinued its use of its property as a prison or detention center (it did not). Under the City's own theory of the case, its claims fail on the plain language. The City, therefore, cannot, and has not, satisfied the first factor necessary to secure a temporary injunction.

The City tacitly acknowledged this point, arguing in the alternative in the district court that the court should construe Section 1.05.E.2 as "an implicit special use permit," which the City "properly revoked" on March 25, 2025. (R.

II, 42). But the City's position is impossible to reconcile with the district court's obligation to give effect to the express language at issue and resist the urge to speculate on legislative intent or read into the provision something not readily found in it. *Robinson*, 241 P.3d 15, 20, 291 Kan. 266, 272.

Giving effect to the express language in the Development Regulations confirms that the City is not substantially likely to prevail on the merits of its claims. The district court's conclusion to the contrary constitutes reversible error.

2. The City Provided No Compelling Evidence of Abandonment or Discontinuance of CoreCivic's Use.

Even if this Court accepts the City's invitation to ignore the plain language in the Development Regulations and construe Section 1.05.E.2 as "an implicit special use permit," in direct violation of Kansas law, the City's claims still fail because the City offered no compelling evidence that CoreCivic abandoned or discontinued its use of MRRC as a jail or prison, as each of those terms is defined under the Development Regulations and Kansas law.

It is undisputed that in order for the City to support its claims under the Development Regulations and require CoreCivic to apply for and obtain an SUP, the City must demonstrate a change in CoreCivic's status from an "existing special use" and "lawful conforming use." The City attempted to effect

that change vis-à-vis Section 2.04.C and by arguing, in the alternative, that Section 1.05.E.2 creates an "implicit" SUP. (R. II, 42).

Section 2.04.C "may enable" the City Commission to take affirmative action and "administratively rescind" an SUP. (R. II, 281). However, a necessary prerequisite to that action is finding a "discontinuance" of more than 12 months, a violation of the permit condition, or a failure to pay the SUP fee. (R. II, 281). Thus, even under the City's errant application of Section 2.04.C, its claims still fail because the evidence before the district court established that CoreCivic never discontinued its use of its property as a detention and detainment center or ever had any intent to discontinue or abandon that use. (*See* R. III, 32–33, ¶¶ 12–13).

The Kansas Supreme Court has confirmed that "[t]he word discontinuance, as used in a zoning ordinance is equivalent to abandonment." *Vickers*, 2019 WL 3242274, at *7 (Kan. Ct. App. July 19, 2019) (citing *Union Quarries, Inc. v. Bd. of Cnty. Comm'rs*, 206 Kan. 268, 275, 478 P.2d 181, 186 (1970)). "Abandonment" ordinarily depends on two factors: "(1) [a]n intention to abandon; and (2) an overt act, or failure to act, which carries the implication the owner does not claim or retain any interest in the right to the nonconforming use." *Id.*

The City failed to offer any evidence that CoreCivic had an "intention to abandon" its property use. *Vickers*, 2019 WL 3242274, at *7. Nor could it. The

evidence before the district court unequivocally showed that CoreCivic has never had an intent to abandon the sole and historical use of its property as a detention center. (R. III, 32–33, ¶¶ 12–13). The City also failed to offer any evidence of an overt act from CoreCivic that "carries the implication [CoreCivic] ***does not claim or retain any interest*** in the right" to continue to use its property in the same manner it has used that property over the last 30 years. *Vickers*, 2019 WL 3242274, at *7 (emphasis added). An involuntary vacancy period following former President Biden's Executive Order prohibiting the Department of Justice from renewing contracts with privately operated prisons does not imply that CoreCivic—one of the country's largest private prison providers—no longer ***claimed or retained*** any interest in the right to operate its property as a detention center. The fact CoreCivic provided notice to the public that MRRC was "currently inactive," does not suggest otherwise.[3] (R. II, 116, ¶ 31). Indeed, the language "*currently* inactive" conveys exactly the opposite.

[3]To be sure, the full contents of the notice on CoreCivic's website convey CoreCivic's motive: to inform the public that any inquiries related to individuals previously housed at the facility should be directed to CoreCivic's Director of PREA Programs and Compliance and/or CoreCivic's Human Resources Department during the current vacancy period. (R. II, 115–16, ¶ 31). CoreCivic should not be punished for responsibly communicating with the public to avoid unnecessary delays in obtaining often time-sensitive information.

To be sure, the evidence before the district court established that during the vacancy period CoreCivic continued to maintain and staff its property with nearly around-the-clock operations and maintenance staff. (R. III, 33, ¶ 14). It also continued to market the property, submit pricing proposals, respond to proposals, and engage in contract and other negotiations for detention services, including with ICE. (R. III, 33, ¶ 16). CoreCivic has consistently utilized, maintained, and marketed its property for the same purpose since 1992: a detention facility. (R. III, 33, ¶¶ 13, 16).

Against this evidentiary backdrop, a relatively brief vacancy period in CoreCivic's 30-year history, in the midst of a hostile administration and the COVID-19 pandemic, cannot reasonably be construed to imply that CoreCivic no longer claimed or retained any interest in continuing to operate its property as a detention center. *See Vickers*, 2019 WL 3242274, at *7 (noting that "[m]ere cessation of use does not of itself amount to abandonment" (quoting *Union Quarries, Inc.*, 478 P.2d at 187–88)). Such a conclusion is irreconcilable with Kansas law on this issue. *Id.* at *10 (finding no abandonment despite no rock sales for six months where property was continuously used as rock quarry prior to and at time of adoption of zoning regulations, land was not used for another purpose, rock was available for sale, and sales were periodically transacted); *Union Quarries*, 206 Kan. at 275–76 (finding actions to maintain property, make royalty payments, sell small quantities of rock, and quote rock prices

support finding that quarry use was not abandoned, despite removal of quarrying and crushing equipment and no drilling, blasting, or crushing of rock for more than two years). The City failed to offer substantial and compelling evidence of any of these critical factors or that is sufficient to support the district court's conclusion that the City "is more likely than not to prevail." *Harper*, 65 Kan. Ct. App.2d at 701–02, 571 P.3d at 21 (noting "'[s]ubstantial means 'considerable quantity' or 'significantly great.'" (quoting Merriam-Websters Collegiate Dictionary 1245 (11th ed. 2020)).

3. The City's Conduct and Resolution Purportedly Revoking CoreCivic's Special Use Authorization Violate the Supremacy Clause and Are Therefore Invalid.

The City failed to carry its burden to show a substantial likelihood of success on the merits for an additional reason: its actions violate the United State Constitution's Supremacy Clause. Specifically, the City's conduct violates intergovernmental immunity by interfering with and impermissibly regulating the federal government's operations. The Constitution "prohibit[s] States from interfering with or controlling the operations of the Federal Government." *United States v. Washington*, 142 S. Ct. 1976, 1984 (2022). It goes to the very essence of supremacy to "remove all obstacles to [the federal government's] action within its own sphere, and so to modify every power vested in subordinate governments, as to exempt its own operations from their

own influence." *McCulloch v. Maryland*, 17 U.S. 316, 322, 427 (1819) ("The states have no power . . . to retard, impede, burden, ***or in any manner control the operations*** of the constitutional laws enacted by congress to carry into effect the powers vested in the national government." (emphasis added)). "[T]he Constitution guarantees 'the entire independence of the General Government from any control by the respective States,'" so states can neither "control the operations of the constitutional laws enacted by Congress," nor impede the Executive Branche's "execution of those laws." *Trump v. Vance*, 140 S. Ct. 2412, 2425 (2020) (quotation omitted); *Arizona v. California*, 283 U.S. 423, 451 (1931) ("The United States may perform its functions without conforming to the police regulations of a state.").

This well-settled principle is consistently applied to invalidate state action that attempts to impose requirements on federal contractors. In *Leslie Miller, Inc. v. Arkansas*, 352 U.S. 187 (1956), for example, a state sought to prevent the federal government from entering into agreements with its chosen contractors until the state's licensing standards were satisfied. The Supreme Court struck down the law because it "would give the State's licensing board a virtual power of review over the federal [contracting] determination," violating the "immunity of the instruments of the United States from state control in the performance of their duties." *Id.* at 190 (quoting *Johnson v. Maryland*, 254 U.S. 51, 57 (1920)). The Supreme Court similarly invalidated a state law

requiring common carriers to seek approval from a state agency for rates negotiated with the federal government to transport federal property, finding that such a law improperly allowed the state agency to approve or disapprove the decisions of federal officials exercising the discretion entrusted to them by federal law. *Pub. Utilities Comm'n of Cal. v. United States*, 355 U.S. 534, 544 (1958); *see also Boeing Co. v. Movassaghi*, 768 F.3d 832 (9th Cir. 2014) (holding that California violated intergovernmental immunity by "regulat[ing] not only the federal contractor *but the effective terms of federal contract itself*" (emphasis added)).[4]

The same is true here. The City attempts to regulate the federal government's immigration policies and operations by imposing requirements on its chosen contractor and, in effect, subjects those operations to City approval. There is no question that "[d]etention, in the context of immigration, is a function that is and has always been performed solely by the federal government." *CoreCivic, Inc. v. Murphy*, 690 F.Supp.3d 467, 478, 483 (D.N.J. 2023); *see, e.g.*, 8 U.S.C. § 1231(g)(1) (authorizing ICE to determine "appropriate places of detention" for individuals detained for civil immigration

[S]*See also United States v. Town of Windsor*, 765 F.2d 16, 19 (2d Cir.1985) (holding that Town cannot enforce its building-permit requirements against contractor hired to build addition to nuclear facility, because "the impact of the local regulation would fall directly on the Government and result in classified information being disclosed and a classified area being opened to Town officials").

violations). CoreCivic entered into a contract with ICE. (R. II, 109, ¶ 6). But fueled by political discourse and polarization, the City, in an attempt to impede the Executive Branch's execution of its immigration policies and partnership with CoreCivic and exert further control over MRRC and its operations, attempted to revoke CoreCivic's existing special use as a detention facility and require CoreCivic to apply for and obtain an SUP.

By requiring CoreCivic to obtain an SUP the City contends it "can impose conditions on the use of [the] land" and exert necessary control over CoreCivic's operations under a contract with ICE. (*See* R. II, 107–08, ¶ 1). Among other things, the City seeks to control MRRC staffing and City access to the MRRC detention facility, including its detainee population. (R. II, 111, 113, 125–26, ¶¶ 18–19 23–24, 58–59). It seeks to control MRRC's "procedure" for accessing information related to the detainee population, such as video surveillance footage, and remove what the City views as unnecessary obstacles to obtaining that information. (*See* R. II, 114, ¶ 27). It seeks to ensure CoreCivic implements measures "to ensure cooperation with City police investigations." (R. II, 121–22, ¶ 49). And it seeks to control CoreCivic's release of noncitizen detainees. (*See* R. II, 121–22, ¶¶ 49–50). The City alleges it intends to utilize the SUP process to exert this control over CoreCivic's operations under its contract with ICE and to impose appropriate conditions to address the City's concerns. (R. II, 122, ¶ 50). Without an SUP, the City contends it will not "have an

opportunity to flesh out . . . the conditions under which CoreCivic will be allowed to use the Property" or "enforce any conditions it would place on CoreCivic's use of the Property." (R. II, 125, ¶¶ 58–59; *see also* R. II, 128, ¶ 73) ("[W]ithout a special use permit, CoreCivic will be able to use the Property free from any conditions the City would place on that use pursuant to a special use permit.").

The City is not entitled to this power of review over any contract between ICE and CoreCivic. *Leslie Miller*, 352 U.S. at 189–90. Nor is it permitted to control CoreCivic's performance of its duties under any such contract. *Id.* at 190. These actions breach the core premise of the Supremacy Clause. In both instances, the City "is claiming the authority to dictate the manner in which the federal function is carried out." *Geo Grp., Inc. v. Newsom*, 50 F.4th 745, 758 (9th Cir. 2022) (en banc) (quoting *Goodyear Atomic Corp. v. Miller*, 486 U.S. 174, 181 n.3 (1988)) (finding state "could not prohibit ICE from hiring a particular private detention operator by imposing licensing requirements"); *see also CoreCivic*, 690 F.Supp.3d at 480 (finding states may not "impose conditions on top of 'those that the Government has pronounced sufficient.'").[5]

[5]The City appears to acknowledge this point, noting the "risk" that "an order requiring CoreCivic to obtain a special use permit would be rendered ineffectual ***should ICE refuse to transfer [detainees] to another facility***." (R. II, 128, ¶ 73).

The City attempts to escape the application of the Supremacy Clause by cloaking its efforts as nothing more than an attempt to enforce its generally applicable Development Regulations and an exercise of its police power. Not so. Nor does this argument remove the City from the foundational limits of the Supremacy Clause. The Supremacy Clause protects against state laws that "in any manner control . . . the operations of the constitutional laws enacted by congress to carry into execution the powers vested in the general government." *McCulloch*, 17 U.S. at 436. "When a state regulation of a contractor would control federal operations, enforcement of the substance of the regulation against the contractors would have the same effect as direct enforcement against the Government." *Geo Grp., Inc.*, 50 F.4th at 760. "[T]he Supreme Court [has] held that neutral state laws imposed on the private conduct of federal contractors violate the Supremacy Clause." *Id.* "[E]ven the most unquestionable and most universally applicable of state law . . . will not be allowed to control the conduct of" individuals "acting under and in pursuance of the laws of the United States." *Id.* at 56–57.[6] Moreover, here, the City is not simply applying a neutral regulation. It is specifically targeting CoreCivic and

[6]To the extent the City's request for declaratory and injunctive relief is instead based on CoreCivic's performance of its obligations under any contract with ICE, those claims would also be barred under the doctrine of derivative sovereign immunity. *See Yearsley v. W.A. Ross Constr. Co.*, 309 U.S. 18, 20-22 (1940).

regulating it unfavorably based on its partnership with ICE and in an effort to control the federal government's operations at MRRC. The City's conduct unquestionably violates the bedrock principles of the Constitution, and the City is not substantially likely to succeed on the merits of its claims for this additional reason.

4. The District Court Failed to Consider The Merits of CoreCivic's Arguments.

The district court did not consider the arguments above when granting the temporary injunction. In fact, it performed no meaningful analysis of the underlying merits of the case. Instead, the district court concluded the City had "administratively rescinded CoreCivic's grandfathered status under Sect. 2.04.C on March 25, 2025," and that if "CoreCivic disagreed with the City's March 25, 2025[] Resolution . . . it c[ould] or should exhaust the administrative remedies under Chapter 12" by seeking judicial review of the City's decision to determine the reasonableness of the City's actions. (R. III, 318, ¶¶ 10, 14). Based on its finding that CoreCivic had "no [SUP] to operate a detention center, jail, or prison," the district court concluded that "the extraordinary relief of a temporary injunction [was] justified." (R. III, 318, ¶ 15).

The district court's conclusion was initially premised on the district court's *sua sponte* application of the Kansas Judicial Review Act ("KJRA") and the City's effort to piggyback on the Court's argument by arguing—for the first

time on rebuttal at the temporary injunction hearing—that if CoreCivic opposed the City's actions in its March 25, 2025 Resolution, it also could have challenged those actions pursuant to K.S.A. § 12-760. (*See* R. V, 13:18–14:19; 56:19-24).

The district court's reliance on these provisions constitutes error. As an initial matter, the KJRA does not apply to the actions of cities and therefore does not apply here. K.S.A. § 77-602(k); *see also Frick v. Salina*, 208 P.3d 739, 746 (Kan. 2009). As to K.S.A. § 12-760, to the extent it applies under the current facts, the district court's reliance on this statute to justify its refusal to consider the merits of CoreCivic's arguments was improper for at least two reasons. *First*, the applicability of K.S.A. § 12-760 was not properly before the district court at the temporary injunction hearing. This argument had not been previously advanced by the City or adequately briefed. It is well established that a party may not raise new arguments or evidence for the first time at oral argument and that a party waives issues that are not briefed or that are inadequately briefed. *See Matter of Sigler*, 448 P.3d 368, 375 (Kan. 2019); *Garcia v. Armijo*, 117 F.4th 1230, 1245 (10th Cir. 2024); *Caldara v. Boulder*, 955 F.3d 1175, 1182 (10th Cir. 2020) (citing *Dodds v. Richardson*, 614 F.3d 1185, 1208 (10th Cir. 2010)).

Second, the district court lacked the evidentiary basis necessary to determine that K.S.A. § 12-760 applied or that CoreCivic had failed to timely

initiate any appeal required under K.S.A. § 12-760, which ultimately caused the district court to disregard key, threshold findings necessary to determine the City had met its burden to show a substantial likelihood of success on the merits of its claims.[7] K.S.A. § 12-760(a) (providing that "[w]ithin 30 days of the final decision of the city or county, any person aggrieved thereby may maintain an action in the district court of the county to determine the reasonableness of such final decision")). For example, the City offered no evidence that CoreCivic had a "final decision," subject to appeal under K.S.A. § 12-760(a). CoreCivic maintains it does not. The City offered no evidence or argument that CoreCivic had exhausted the municipal appeals process in the Development Regulations.

[7]CoreCivic has filed a suit in the District Court of Leavenworth County, pursuant to K.S.A. § 12-760(a) and other statutes, seeking, among other things, a judicial determination of the reasonableness of the City's actions. *See CoreCivic, Inc. v. City Of Leavenworth, Kansas*, No. LV-20250CV-229; (*see also* R. IV, 26; R. VI, 14:20–15:5). Although CoreCivic does not believe that it has received the final decision necessary for such a review, it filed the action out of an abundance of caution to preserve its right to seek such a review, pending the exhaustion of the municipal appeal process and CoreCivic's receipt of a final decision. (*See* R. R. VI, 15:2–16:14). To the extent the City intends to challenge the propriety of that action, those challenges should be raised and decided in the context of that litigation on a full record and a comprehensive understanding of the merits. *See Harper*, 65 Kan. Ct. App.2d at 686–87, 571 P.3d at 13–14; (*see also* R. IV, 26, 28–29 (noting district court's agreement that these issues should not be decided "now when they may be more properly before another court in a different case" and should instead "be decided when and if they are properly before th[at] court")).

Again, CoreCivic maintains that it has not.[8] Nor did the City offer any evidence from which the Court could have reasonably determined when CoreCivic's 30-day window to appeal began to run, if at all.[9]

Instead of analyzing the City's likelihood of prevailing on the merits, the district court determined it need not consider CoreCivic's defenses under the plain language of the Development Regulations and summarily concluded this factor weighed in favor of the City. (*See* R. III, 319, ¶¶ 14–15). In light of the significance of the underlying merits, the district court's failure to consider these issues was an abuse of discretion. *See Harper*, 65 Kan. Ct. App.2d at 690, 571 P.3d at 14. Further, the district court's application of K.S.A. § 12-760 to

[8]In fact, the City previously represented to CoreCivic that the municipal appeal process was not available and that any challenge to the City's rescission decision or related issues should be addressed in the context of the City-initiated litigation. (*See* R. VI, 15:25–16:14; R. III, 78 & n.5)). Based on the City's representations, CoreCivic reserved all rights under the municipal appeal process and proceeded to raise its various defenses to the City's Resolution in the context of the City-initiated litigation. (*See id.*).

[9]Although the City's attorney confirmed during oral argument that the City made the unilateral decision on March 25, 2025, (more than 36 months after the City contends CoreCivic had "abandoned" its property use) to "administratively rescind" CoreCivic's status as an existing special use; that it did so without notice to CoreCivic or an opportunity to be heard; and that it failed to transmit a copy of that Resolution to CoreCivic until at least March 27, after CoreCivic learned about the City's actions from the media, the law is well established that comments from the City's counsel are ***not*** evidence. *Lambert v. Peterson*, 309 Kan. 594, 600, 439 P.3d 317, 321 (2019) (noting "arguments," "representations," and "remarks" of counsel "are not evidence"); (*see also* R. V, 5:3-25, 25:11–26:9, 57:2-4).

bar consideration of CoreCivic's defenses was not supported by substantial or competent evidence in the record. *Central Kan. Conservancy, Inc. v. Sides*, 443 P.3d 337, 357 (2019); *Garetson Bros.*, 347 P.3d at 699, 51 Kan. Ct. App.2d at 390. This error permeated the district court's temporary-injunction analysis.

The district court abused its discretion when it decided to avoid the merits of this case. As this section illustrates, the City is not substantially likely to succeed on its claims, and the district court should have resolved this factor in favor of CoreCivic.

II. The District Court Erred by Concluding the City Met Its Burden to Show a Reasonable Probability of Irreparable Harm.

A. Standard of Review and Statement of Preservation.

The standard of review is the same as Section I, with appellate courts reviewing a grant of injunctive relief under an abuse of discretion standard, and reviewing any underlying legal conclusions de novo. *Downtown Bar & Grill*, 294 Kan. at 191, 273 P.3d at 713.

CoreCivic preserved the issue presented for appeal. *See, e.g.*, (R. III, 22–25; R. III, 314–20).

B. The City Failed to Show a Reasonable Probability It Will Suffer Irreparable Injury in the Absence of the Injunction.

Courts have consistently noted that "because a showing of probable irreparable harm is the single most important prerequisite for the issuance of a [temporary] injunction, the moving party must first demonstrate that such

injury is likely before the other requirements for the issuance of an injunction will be considered." *Harper*, 65 Kan. Ct. App.2d at 691, 571 P.3d at 15 (quoting *Dominion Video Satellite, Inc.*, 356 F.3d at 1260). "Purely speculative harm will not suffice." *Harper*, 65 Kan. Ct. App.2d at 690–91, 571 P.3d at 15.

The district court found the City showed a reasonable probability of suffering irreparable future injury in the absence of a temporary injunction "because CoreCivic currently has no permit to operate and the City must have the ability to regulate itself by enforcing its own laws." (R. III, 319, ¶ 16).[10] The district court's conclusion rests on a presumption that the City is correct on the merits of this lawsuit and that the Development Regulations require CoreCivic to obtain a permit and that CoreCivic's failure to do so violates the law. *Contra Idbeis*, 285 Kan. at 491, 173 P.3d at 647 ("The purpose of a temporary injunction . . . is not to determine any controverted right, but to prevent injury to a claimed right *pending a final determination of the controversy on its merits*." (emphasis in original) (quoting *Steffes*, 284 Kan. at 394, 160 P.3d at 852)). But, as this Court's well-reasoned decision in *Harper* demonstrates, this

[10]In the district court, the City also spent significant time casting prior harms as a present risk. The district court correctly noted, "there is not much weight to be given to Plaintiff's arguments regarding [CoreCivic's] alleged past failures." (R. IV, 27). It is well established that past harms do not constitute tangible irreparable harm. *Weaver v. Beech Aircraft Corp.*, 180 Kan. 224, 228, 303 P.2d 159, 162 (1956); *see also Wichita Wire, Inc.*, 726 P.2d at 291 ("A temporary injunction cannot be used to remedy past injury").

is not the law. Even if the City had established a likelihood of success on the merits of its claims—a finding CoreCivic maintains is irreconcilable with the plain language of the Development Regulations—the City has not obtained a final determination that any attempt to operate CoreCivic's property as a jail or prison without an SUP would violate the City's Development Regulations.

Like in *Harper*, the City asked the district court "to find, as a matter of law, that anytime [it] believes that a person or entity is violating a duly enacted law, [the court] must find irreparable harm sufficient to support the issuance of an injunction." *Harper*, 65 Kan. Ct. App.2d at 692, 571 P.3d at 16. But as this Court explained, "the legality of an adverse party's conduct cannot be what is meant by irreparable harm within the meaning of a temporary injunction." *Id.*, 65 Kan. Ct. App.2d at 693, 571 P.3d at 16. To hold otherwise "would make the irreparable injury requirement for a temporary injunction superfluous because it would merge . . . the first factor—substantial likelihood of prevailing on the merits" with the second factor—irreparable harm. *Id.* Rather, "[i]rreparable harm must mean some tangible consequence of an adverse party's continued behavior, other than the alleged violation of the law." *Id.* The City "must demonstrate a significant risk that [it] will experience harm that cannot be compensated after the fact by money damages." *Id.* (quoting *New Mexico Dept. of Game & Fish v. United States Dept. of the Interior*, 854 F.3d 1236, 1250 (10th Cir. 2017)). It did not.

Like in *Harper*, the district court here was faced with two competing legal interpretations of the City's Development Regulations and Kansas law. The district court concluded that the City demonstrated a substantial likelihood of eventually prevailing on its request for injunctive relief. (R. III, 318–19, ¶ 13). And based on that conclusion, the district court concluded the City likewise satisfied its burden to prove irreparable injury because "CoreCivic currently has no permit to operate and the City must have the ability to regulate itself by enforcing its own laws." (R. III, 319, ¶ 16). In doing so, the district court's analysis commits precisely the error at issue in *Harper* by merging the first and second factors necessary for a temporary injunction. To support its request for a temporary injunction, the City was required to present evidence of "some tangible consequence" of CoreCivic's behavior other than an alleged (or anticipated) violation of the law. It did not.

Beyond the alleged violation of the Development Regulations, the City argued it was likely to suffer irreparable harm if the district court failed to enjoin CoreCivic from opening MRRC without a permit based on CoreCivic's "lengthy track record" and "past mismanagement" of its facility, which the City argued had imposed "significant burdens on the City" in the past. (R. II, 43). The City argued that these past issues disrupted the City's law enforcement efforts and resulted in waste management issues. (*Id.*). In support, the City offered a 2017 OIG Report focused on the time frame between October 2010

and May 2015 and four calls to the City's Wastewater Division between 2017 and 2021 related to CoreCivic's property. (*See* R. II, 111–12, 114; R. II, 136–264; R. II, 33–35; R. II, 43–44; R. II, 55, ¶ 55). The City argued, without explanation, that it was "all but certain that these issues w[ould] reemerge" if CoreCivic was allowed to operate its property without an SUP. (R. II, 43).

The City's arguments in the district court ignored CoreCivic's months of negotiations with the City in which CoreCivic endeavored to address these past concerns, including by making substantial investments in its recruiting and staffing efforts, and agreeing to pay a one-time impact fee of $1,000,000, a $250,000 annual impact fee, and an additional $150,000 impact fee to the Leavenworth Police Department. (*See* R. III, 32–33, ¶¶ 8, 9, 11, 17). The City ignored these negotiations and promises in their entirety in discussing its alleged concerns related to "past" harms.

Notwithstanding, these past harms do not constitute tangible irreparable harm. *Weaver*, 180 Kan. at 228, 303 P.2d at 162; *see also Wichita Wire, Inc.*, 726 P.2d at 291 ("A temporary injunction cannot be used to remedy past injury"). Even assuming the historical conduct identified ever rose to the level of irreparable harm, the City provided no basis from which the district court could conclude these same harms would occur again in the future. (R. III, 319 ¶¶ 16–17). Indeed, it is telling that the City failed to take any action to address these purported harms when they were occurring and made no

attempt to enjoin them until now—in some instances as many as fifteen years later. *See Harper*, 65 Kan. Ct. App.2d at 696, 571 P.3d at 18.

The City's recitation of past purported harms and speculation that these same harms may occur again does not amount to irreparable harm. The district court committed legal and factual error by concluding, without any support, that the mere fact the City is alleging a violation of the City's Development Regulations means that it has also established the irreparable harm necessary to support the issuance of an injunction.

III. The District Court Erred by Concluding the City Met Its Burden to Establish an Action at Law Will Not Provide an Adequate Remedy, the Balance of the Harms Favors the City, and the Injunction Is Not Adverse to the Public Interest.

A. Standard of Review and Statement of Preservation.

The standard of review is the same as Section I, with appellate courts reviewing a grant of injunctive relief under an abuse of discretion standard, and reviewing any underlying legal conclusions de novo. *Downtown Bar & Grill*, 294 Kan. at 191, 273 P.3d at 713.

CoreCivic preserved the issue presented for appeal. *See, e.g.*, (R. III, 23–26; R. III, 314–20).

B. The City Failed to Establish It Lacked the Ability to Obtain an Adequate Remedy at Law.

The requirement that the movant lacks an adequate remedy at law is a critical factor for obtaining injunctive relief under Kansas law. *See Winkel v.*

Miller, 288 Kan. 455, 463, 205 P.3d 688, 695 (2009). The City failed to address this factor in its motion and opening brief. (*See* R. II, 40–46).

Kansas law is clear that parties may not raise new arguments or evidence for the first time in a reply brief or at oral argument, and that they waive issues that are not briefed or that are inadequately briefed. *See Matter of Sigler*, 448 P.3d at 375; *Garcia*, 117 F.4th at 1245; *Caldara*, 955 F.3d at 1182 (citing *Dodds*, 614 F.3d at 1208). The City, therefore, waived any argument on this factor, which was fatal to its request for a temporary injunction. *Harper*, 65 Kan. Ct. App.2d at 687, 571 P.3d at 13 ("The absence of a single factor ends the inquiry.").

The district court nonetheless stated that it was "satisfied that the City has no adequate legal remedy due to the extreme difficulty of measuring damages that will accrue in the future, based on events that must first come to pass before the scope of damages can be assessed." (R. III, 319, ¶ 17). The district court's conclusion is not supported by substantial evidence and its cursory analysis only further emphasizes the speculative nature of the City's purported damage. It also presupposes the City is correct on the merits of its claims.

In the district court, the City spent significant time casting prior harms as a present risk. But those past harms—*past* mismanagement, *past* disruption to law enforcement, and *past* issues with the water management

system—and the City's pure speculation that similar problems may occur again in the future are insufficient to meet its burden. The City offered no explanation for why these past harms—*if they were to arise at all*— would not be addressed by CoreCivic's recruitment efforts or the various impact fees CoreCivic had agreed to pay or why such damages could not be compensated with money damages—aside from the district court's unremarkable observation that it is difficult to measure the scope of damages based on events that have not yet come to pass. The City also offered no explanation as to why the various enforcement mechanisms and penalty provisions in the Development Regulations fail to provide an adequate remedy at law under the circumstances. (*See, e.g.*, R. II, 275, Sec. 1.04 (describing enforcement mechanisms and penalties for violations)). The City offered no evidence that a reasonable probability of future injury exists or that it lacked the ability to obtain an adequate remedy at law. The district court erred in concluding the City carried its burden on this factor. *See Harper*, 65 Kan. Ct. App.2d at 691, 571 P.3d at 15.

C. The City Failed to Establish That the City's Threat of Suffering Injury Outweighs the Damage the Proposed Injunction May Cause CoreCivic and Others.

The uncontroverted evidence before the district court confirms the City failed to carry its burden on the fourth temporary injunction factor. As discussed above, the City's identified harm is purely speculative and based

entirely on past experiences. When compared to the real and substantial evidence before the district court of the damages CoreCivic and others stand to suffer, this factor is not a close call.

The district court found that the "balance of the harms in this case favors the City" because "[w]hile CoreCivic now has the ability to increase revenue that it has lacked since 2021, it also has had other remedies available to it in order to move th[e] process further along toward resolution." (R. III, 319, ¶ 18). The district court's conclusion again relies on a presumption that the City is correct on the merits of its claims and that CoreCivic is required to obtain an SUP under the plain language of the Development Regulations. It likewise concludes CoreCivic had "other remedies" available to it to "move the process toward resolution." But that was not the question before the district court, and the district court's conclusions ignore the reality of the legal landscape, namely that the City initiated this litigation and that the City had the burden of demonstrating that the City's threatened injury (if any) outweighed any damage the injunction might cause CoreCivic. The City offered no evidence that allowed it to meet this burden.

Instead, the City argued that the balance of the harms favored the City because CoreCivic would "merely be placed in the same position that any other company seeking to use its property in a way that requires a special use permit." (R. II, 44). The City argued that having to comply with the law "does

not constitute an irreparable harm." (*Id.*). The City's argument again presumes that the City's interpretation of the Development Regulations is correct, that CoreCivic is required to obtain an SUP, and that CoreCivic's operation of its property without an SUP violates the law. But like in *Harper*, this is an issue that has not yet been decided. The City has not obtained a final determination that CoreCivic is required to obtain an SUP or that CoreCivic's operation of its property pursuant to its contract with ICE would violate the law. These are issues that are subject to a final determination on the merits and must be decided after a full hearing and a fair opportunity for each party to present its case so that the court's final decisions are based on a comprehensive understanding of the issues. *See Harper*, 65 Kan. Ct. App.2d at 686–87, 571 P.3d at 13–14. Like in *Harper*, the Court should reject the City's attempt to short circuit a full determination of these issues on the merits.

When weighed against the uncontroverted evidence before the district court, there can be no doubt the City failed to carry its burden on this factor. The record establishes that CoreCivic will suffer substantial harm as a result of the injunction. Under the terms of the temporary injunction, CoreCivic is legally prohibited from fulfilling its contractual obligations as a partner for ICE, which causes CoreCivic to lose more than $4.0 million in revenue each month that it is enjoined from using its property to house detainees pursuant to that contract. (*See* R. III, 32, ¶ 10). It damages and disrupts CoreCivic's

relationship with ICE both at MRRC and elsewhere. (*See* R. III, 32–34, ¶¶ 8–10, 20–22). Further, CoreCivic also stands to lose the benefit of its investments to open and properly staff MRRC. (*See* R. III, 33, ¶¶ 17–21). As detailed in Mr. Marcelo Ariola's Declaration offered in support of CoreCivic's Opposition to the City's Motion for a Temporary Injunction, CoreCivic devoted substantial time and resources to developing a candidate pipeline to staff the MRRC facility. (*See id.*). At the time of that briefing, CoreCivic had spent nearly $50,000 on advertising costs to generate its pool of applicants. (R. III, 33, ¶ 18). CoreCivic has also continued to pay employees it hired in anticipation of opening MRRC and that left other jobs to join MRRC. (R. III, 33, ¶ 20). The district court's order enjoining CoreCivic from housing detainees at MRRC risks the loss of both talent and CoreCivic's financial investments, including as candidates and/or employees look elsewhere for employment during the pendency of the litigation. (R. III, 33–34, ¶¶ 21–22).[11] The majority of CoreCivic's injuries are not compensable with money damages; and even for those damages that might otherwise be compensable with money damages, the City lacks the financial resources to address those damages. Indeed, the City confirmed it has only $5,000,000 in "available cash reserves." (R. III, 56). In the event the temporary

[11]Since briefing this issue in the district court, this risk has materialized with multiple applicants rejecting offers based on the uncertainty of the litigation and CoreCivic's ability to open, and other applicants confirming they need employment now.

injunction is found to have been wrongfully granted, even an amount substantially in excess of $5 million will be insufficient for the City to answer CoreCivic's damages—especially given that its operations at MRRC have already been delayed for nearly six months. The City's inability to address CoreCivic's substantial damages is further exacerbated by the district court's decision to waive the City's bond requirement. (*See* R. III, 320, ¶ 20).

Moreover, it is worth noting that the damages arising out of the temporary injunction are not limited to CoreCivic. The temporary injunction also damages other parties interested in the proceeding, such as the federal government and current detainees in ICE custody. The federal government has a substantial interest in the ability of CoreCivic to fulfill its contractual obligations with ICE and to provide an appropriate place for detention in the Midwest for individuals detained for civil immigration violations. The City's suggestion that CoreCivic and/or the federal government can simply send these detainees to another CoreCivic facility is inaccurate, based on pure speculation, and demonstrates a serious misunderstanding of the U.S. Constitution and the federal government's sole power to determine appropriate places of detention for individuals detained for civil immigration violations. *See* 8 U.S.C. § 1231(g)(1) (providing that ICE retains the sole power to determine "appropriate places of detention" for individuals detained for civil immigration violations). The ability of the federal government to exercise this power and

identify appropriate places of detention is necessary to protect against overcrowding and subprime conditions. Indeed, as set forth above, a stay simply maintains the status quo.

The district court's conclusion that the City carried its burden to demonstrate that the City's threatened injury outweighs the damage to CoreCivic from the injunction is not supported by substantial or compelling evidence.

D. The City Failed to Establish That the Injunction Would Not be Adverse to the Public Interest.

Similar to the balancing inquiry, the district court's analysis of the public-interest factor presupposes the City is correct on the merits of its claims. The district court concluded that a temporary injunction under the circumstances "favors the public interest, because allowing CoreCivic to begin to house detainees without a proper determination on its permit status undermines the confidence and trust of the public in the City's ability to enforce its own regulations and ordinances." (R. III, 319, ¶ 19). Under the district court's rationale, the City would satisfy this factor any time it questions or believes an individual has failed to comply with the law because that would "undermine the trust of the public in the City's ability to enforce its own regulations and ordinances." *Id.*; *contra Harper*, 65 Kan. Ct. App.2d at

693, 571 P.3d at 17 ("[N]o particular prerequisite to an injunction should be deemed established as a matter of right.").

The district court failed to take account of the interest of Leavenworth residents in protecting and enforcing their property rights and investments and opportunities related to those property rights. *See, e.g., RoDa Drilling Co. v. Siegal*, 552 F.3d 1203, 1210 (10th Cir. 2009) (describing "unique nature" of property interest and finding significant, irreparable harm where property owner would be denied "unfettered ownership of . . . property"). Preserving and protecting property rights is a significant public interest, especially when, as here, the injunction implicates serious constitutional and other federal questions. *Id.*; *see also Fish v. Kobach*, 840 F.3d 710, 752 (10th Cir. 2016) (noting violations of constitutional rights "weigh heavily in [the irreparable injury] analysis"); *Free the Nipple-Fort Collins v. City of Fort Collins, Colorado*, 916 F.3d 792, 806 (10th Cir. 2019) ("When a constitutional right hangs in the balance, though, 'even a temporary loss' usually trumps any harm to the [other party]"). Further, the City's injunction deprives the public, and the Leavenworth community, specifically, of valuable employment and other financial opportunities. (*See* R. III, 32, ¶¶ 9, 11).

IV. CoreCivic Is Entitled to Damages, Including Attorneys' Fees, Arising out of an Injunction That Should Not Have Been Granted.

A. Standard of Review and Statement of Preservation.

The standard of review is the same as Section I with respect to the propriety of the temporary injunction, with appellate courts reviewing a grant of injunctive relief under an abuse of discretion standard, and reviewing any underlying legal conclusions de novo. *Downtown Bar & Grill*, 294 Kan. at 191, 273 P.3d at 713. CoreCivic's request for damages, including attorneys' fees, is governed by K.S.A. § 60-905(b), which requires a party requesting a temporary injunction to secure the enjoined party against any damages it "may sustain including attorney fees if it be finally determined that the injunction should not have been granted."

CoreCivic preserved the issue presented for appeal. *See, e.g.*, (R. III, 28; R. III, 314–20).

B. CoreCivic Is Entitled to Damages, Including Attorneys' Fees, Arising Out of the District Court's Improperly Granted Injunction.

It is well settled that K.S.A. § 60-905(b) allows a party injured by a temporary injunction to recover attorneys' fees if it is established that: (1) the injunctions should not have issued, and (2) fees were incurred as a result of the injunction. K.S.A. § 60-905(b); *see also Monroe Division, Litton Business Systems, Inc. v. De Bari*, 562 F.2d 30, 32 (10th Cir. 1997) (explaining that "a

security bond ***both*** protects the enjoined party and limits the liability of the applicant for the injunction"; and when an applicant opposes posting security on "the basis of its financial responsibility and does not seek to limit its liability, it may not avoid liability on the ground that a bond was not required" (emphasis added)). To the extent this Court determines the district court erred in granting the temporary injunction, CoreCivic seeks all damages arising out of the wrongfully issued temporary injunction, including attorneys' fees.

CONCLUSION

In light of the extraordinary nature of a temporary injunction, the legal and factual errors underlying the district court's analysis, and the City of Leavenworth's failure to carry its burden on each of the factors necessary to secure this potent remedy, CoreCivic respectfully requests this Court reverse and dissolve the temporary injunction and order the City to pay CoreCivic's damages, including attorneys' fees, pursuant to K.S.A. § 60-905(b).

Dated: September 17, 2025

Respectfully submitted,

/s/ Taylor Concannon Hausmann

Taylor Concannon Hausmann, KS #26668
Sara A. Fevurly, KS #27537
HUSCH BLACKWELL LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
T: 816.983.8000
F: 816.983.8080
Taylor.Hausmann@HuschBlackwell.com
Sara.Fevurly@HuschBlackwell.com

ATTORNEYS FOR APPELLANT CORECIVIC, INC.

CERTIFICATE OF SERVICE

The undersigned certifies that on September 17, 2025, the foregoing Brief of Appellant was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon all counsel of record. Paper copies were sent to the Court and attorneys for the Appellee via FedEx, a third-party commercial carrier, on September 18, 2025. A courtesy copy was also sent via email to:

W. JOSEPH HATLEY
DAVID E. WATERS
SPENCER FANE LLLP
1000 Walnut, Suite 1400
Kansas City, MO 64106
jhatley@spencerfane.com
dwaters@spencerfane.com

Attorneys for Appellee

/s/ *Taylor Concannon Hausmann*
Attorney for Appellant

EXHIBIT E

ELECTRONICALLY FILED
2025 Jul 08 PM 3:29
CLERK OF THE LEAVENWORTH COUNTY DISTRICT COURT
CASE NUMBER: LV-2025-CV-000229
PII COMPLIANT

IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS

CORECIVIC, INC.,	)	
	)	
Plaintiff,	)	
	)	**Case No. _____**
v.	)	
	)	
CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Defendant.	)	

PETITION

COMES NOW Plaintiff CoreCivic, Inc. ("CoreCivic"), by and through its undersigned counsel, and for its Petition against Defendant the City of Leavenworth (the "City") hereby alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff CoreCivic is the nation's leading provider of high-quality corrections and detention management. CoreCivic is a Maryland corporation with its principal place of business in Tennessee.

2. The City is the governing body of the City of Leavenworth, Kansas.

3. This Court has subject-matter jurisdiction pursuant to K.S.A. § 20-301, which grants this Court general original jurisdiction over matters at law and in equity, and K.S.A. § 12-659 and/or K.S.A. § 12-760.

4. This Court has personal jurisdiction over the City pursuant to K.S.A. § 60-308(a) because the City is domiciled in this state and has submitted to the jurisdiction of the courts of this state pursuant to K.S.A. § 60-308(b), including by transacting business in the state, committing a tortious act in this state, and/or otherwise having contact with the state that would support

jurisdiction consistent with the constitutions of the United States and the State of Kansas. CoreCivic's claims arise out of these acts.

5. Venue is proper in Leavenworth County, Kansas, pursuant to K.S.A. § 12-659, K.S.A. § 12-760, and K.S.A. § 60-603 because all parties reside and/or conduct business in Leavenworth County, Kansas, and CoreCivic's causes of action arose in Leavenworth County, Kansas.

FACTS COMMON TO ALL COUNTS

6. For more than 30 years, CoreCivic has owned and operated its property, known as Midwest Regional Reception Center ("MRRC"), located at 100 Highway Terrace, Leavenworth, Kansas, as a private prison and detention center.

7. Until 2012, it operated its property as a private prison and detention center by right.

8. In 2012, the City enacted a 2012 ordinance requiring property owners desiring to operate a "jail" or "prison" to apply for and obtain a special use permit ("SUP") from the City.

9. The Development Regulations define "[j]ails and [p]risons" to mean "[p]laces in which people are physically confined and, usually, deprived of a range of personal freedoms."

10. The 2012 Development Regulations expressly provide that "[a]ny existing legal use at the effective date of these Development Regulations which is designated as a special use by these Development Regulations shall be deemed as an existing special use and a lawful conforming use."

11. Because CoreCivic's use of its property as a private prison and detention center was an existing legal use at the effective date of the Development Regulations, that use was deemed as "an existing special use" and a "lawful conforming use" under the 2012 Development Regulations.

12. Following the City's adoption of the 2012 Development Regulations, CoreCivic continued to operate its property as a private prison and detention center without obtaining a special use permit based on its status as "an existing special use" and a "lawful conforming use," including pursuant to a contract with the U.S. Marshalls Service.

13. In 2021, former President Biden signed Executive Order 14006 prohibiting the Department of Justice from renewing contracts with privately operated prisons.

14. Consistent with that order, at the end of 2021, CoreCivic's contract with the U.S. Marshalls Service expired and CoreCivic stopped housing detainees at MRRC pursuant to that contract.

15. Despite the expiration of that contract, and the challenges associated with the COVID-19 pandemic and a hostile administration, CoreCivic continued to maintain and staff its property in preparation for housing detainees pursuant to a new contract, consistent with its historical and sole use of that property as a private prison and detention center.

16. During this time, CoreCivic employed, and continues to employ, individuals to provide nearly around-the-clock operations and maintenance at the property seven days a week.

17. It also continued to market the property, submit pricing proposals, respond to proposals, and engage in contract and other negotiations for detention services.

18. At least as early as 2024, CoreCivic began engaging in conversations with the City of Leavenworth about CoreCivic's opportunity to serve the federal government at MRRC as a partner for U.S. Immigration and Customs Enforcement ("ICE"). It did so in an effort to work cooperatively with the City and to continue to provide a secure facility for the benefit of public safety while also benefiting the Leavenworth community more broadly.

19. On March 7, 2025, CoreCivic executed a formal agreement with ICE to partner with the federal government and the Department of Homeland Security to provide detention services for ICE.

20. Pursuant to CoreCivic's agreement with ICE, CoreCivic will house approximately 1,000 nondetained noncitizens at MRRC and will be staffed with approximately 300 full-time employees with competitive pay and benefits. The annual payroll is estimated to be approximately $30 million, in addition to an estimated $10 million in annual local expenditures for materials, goods, and services required to operate the facility.

21. CoreCivic anticipates approximately $50 million in annual revenue from this agreement.

22. CoreCivic has also committed to paying a one-time impact fee of $1,000,000, a $250,000 annual impact fee, and an additional $150,000 annual impact fee to the Leavenworth Police Department. This is in addition to the over $1,000,000 in annual property taxes CoreCivic currently pays.

23. Upon information and belief, the City is opposed to CoreCivic's partnership with ICE.

24. In fact, following CoreCivic's announcement of its intention to partner with ICE, the City began taking active efforts to undermine that partnership and impede and delay CoreCivic's ability to partner with ICE to detain noncitizens pending removal or a decision on removal.

25. On March 25, 2025, without notice to CoreCivic or a hearing, the City approved Resolution No. B-2394 (the "March 25, 2025 Resolution") ostensibly rescinding CoreCivic's status as an existing special use, among other things. *See* Exhibit A.

26. The City based this decision on CoreCivic's purported abandonment of the use of its property as a private prison and detention center.

27. In support, the City pointed to CoreCivic's brief vacancy period following the expiration of its contract with the U.S. Marshalls Service.

28. The March 25, 2025 Resolution also purported to find that CoreCivic was no longer a lawful conforming use pursuant to § 1.05 of the Development Regulations based on this same alleged abandonment.

29. The City did not investigate or hear any evidence related to whether CoreCivic had abandoned its property, as that term is defined under Kansas law.

30. The City did not investigate or hear any evidence related to whether CoreCivic had any intent to abandon its property use.

31. Nor did the City investigate, hear any evidence, or identify any overt act which carried the implication that CoreCivic no longer claimed or retained any interest in continuing to operate its property as a private prison and detention center.

32. The City did not investigate these issues because it knew the answers. CoreCivic, one of the country's largest private prison operators, did not intend to abandon the use of its property as a prison or detention center. Nor had CoreCivic engaged in any overt act which carried the implication that CoreCivic no longer claimed or retained any interest in continuing to operate its property as a private prison and detention center, consistent with the sole and historic use of that property since 1992.

33. In fact, at the time of its actions, the City was expressly aware that CoreCivic was partnering with ICE to meet the government's need for a regional facility to detain noncitizens pending removal or a decision on removal.

34. Tellingly, it was only after CoreCivic entered its contract with ICE that the City attempted to rescind CoreCivic's status as an existing special use and find that CoreCivic had abandoned any nonconforming use in order to force CoreCivic to apply for an SUP.

35. The City provided no notice to CoreCivic of its March 25, 2025 decision.

36. CoreCivic first learned about the City's actions through the media.

37. Upon information and belief, the City took these actions to interfere with CoreCivic's partnership and agreement with ICE and in an effort to exert additional control over the operations at MRRC pursuant to CoreCivic's agreement with ICE.

38. The City's efforts to prevent CoreCivic from using its property as a detention center for ICE by purportedly rescinding its status as an existing special use finds no support in the plain language of the City's Development Regulations.

39. On March 31, 2025, the City initiated litigation against CoreCivic seeking to enforce its actions under the March 25, 2025 Resolution, including by requesting a declaratory judgment that CoreCivic must apply for and obtain an SUP prior to housing any detainees at MRRC pursuant to its contract with ICE and seeking temporary and permanent injunctive relief restraining CoreCivic from housing any detainees at MRRC without applying for and obtaining a special use permit.

40. On or around April 1 and 2, following the City's initiation of the litigation, CoreCivic inquired about its municipal appeal rights, and the City informed CoreCivic that the municipal appeals process was not available to challenge the City's March 25, 2025 Resolution purporting to, among other things, administratively rescind CoreCivic's status as an existing special use and finding that CoreCivic had abandoned its status as a nonconforming use pursuant

to § 1.05 of the Development Regulations. Instead, the City informed CoreCivic that those issues and defenses should be pursued in the City-initiated litigation.

41. CoreCivic relied on the City's representations pursuant to its power and authority to interpret and enforce the Development Regulations and pursued its challenges and defenses to the March 25, 2025 Resolution in the pending litigation, expressly reserving all rights to pursue any appeals, as appropriate.

42. On May 22, 2025, the U.S. District Court for the District of Kansas dismissed the City's lawsuit, finding that the Court lacked subject matter jurisdiction to hear the City's claims and that the City would need to pursue its claims in state court.

43. The next day, the City filed its lawsuit in state court in the District Court of Leavenworth County.

44. On June 4, 2025, the City retreated from its prior representations to CoreCivic and suggested for the first time that the municipal appeals process was available to challenge the City's administrative decisions reflected in the March 25, 2025 Resolution.

45. On June 13, 2025, based on its reservation of rights and out of an abundance of caution, CoreCivic filed a written appeal to the City Commission and the Board of Zoning Appeals appealing the City's March 25, 2025 Resolution in its entirety.

46. CoreCivic appeals the City's administrative decisions reflected in the March 25, 2025 Resolution to the City Commission pursuant to Section 2-95 of the Leavenworth City Code and to the Board of Zoning Appeals pursuant to Sections 1.02, 2.07, 11.03, 11.04 of the Development Regulations, and any and all other applicable provisions of the City Code and/or Development Regulations.

47. CoreCivic's municipal appeals were timely in that they were submitted within 10 days of the City's representation that the municipal appeals process was available despite the pending litigation and complied with any and all requirements for such appeals, as set forth in the City Code and Development Regulations.

48. Pursuant to Section 2-95, the City Commission was required to schedule a hearing within 10 days following CoreCivic's written appeal.

49. The City failed to schedule any such hearing or otherwise respond to or acknowledge CoreCivic's appeal within that 10-day window.

50. The City has also refused to schedule a hearing before the Board of Zoning Appeals.

51. Accordingly, although CoreCivic has not received a final decision, as defined by the City Code and the Development Regulations, or the full benefit of its appeal rights under the City Code and the Development Regulations, CoreCivic files this appeal out of an abundance of caution and to preserve its rights to appeal the City's administrative and other decisions reflected in the March 25, 2025 Resolution to the District Court of Leavenworth County to determine the reasonableness of the City's orders and determinations in the March 25, 2025 Resolution, including pursuant to K.S.A. § 12-759 and K.S.A. § 12-760.

52. The City's actions have failed to comply with the City's own requirements and have caused CoreCivic substantial pecuniary harm and interfered with CoreCivic's right to the use and enjoyment of its property and vested interest in that property without due process of law.

COUNT I
REVIEW OF CITY'S MARCH 25, 2025 RESOLUTION PURSUANT K.S.A. § 12-760

53. CoreCivic repeats, reiterates, and realleges each allegation set forth above as if fully set forth herein.

54. Any person or property owner aggrieved by a final decision of a city may maintain an action in the district court of the county to determine the reasonableness of such final decision.

55. CoreCivic timely appealed the City's administrative and other decisions reflected in the March 25, 2025 Resolution in their entirety to the City Commission.

56. CoreCivic's written appeal complied with any and all requirements in Section 2-95.

57. Section 2-95 of the Leavenworth City Code governs appeals of administrative decisions like those reflected in the March 25, 2025 Resolution.

58. The City Commission was required to schedule a hearing within 10 days of receiving CoreCivic's written appeal.

59. The City Commission failed to schedule a hearing within that 10-day window.

60. Accordingly, CoreCivic never received the benefit of the appeals process to which it was entitled under Section 2-95 or a hearing on the City's administrative decisions reflected in the March 25, 2025 Resolution, as required to obtain a final decision under the plain language of Section 2-95.

61. Given the City Commission's failure to schedule the hearing required under Section 2-95 and necessary to render a final decision, CoreCivic files this appeal out of an abundance of caution and to challenge the reasonableness of the City's administrative decisions reflected in the March 25, 2025 Resolution in their entirety, including those purporting to rescind CoreCivic's status as an existing special use based on CoreCivic's purported abandonment of the use of its property as a private prison and detention center. CoreCivic also appeals the City's determination that CoreCivic abandoned any nonconforming use pursuant to § 1.05 of the Development Regulations.

62. The City purports to have rescinded CoreCivic's status as an existing special use pursuant to § 2.04.C of the Development Regulations based on the City's conclusion that CoreCivic had discontinued or abandoned the use of its property beginning January 1, 2022, for a period exceeding twelve months, and had not reestablished that use as of the date of the March 25, 2025 Resolution.

63. Specifically, the City contends that to the extent CoreCivic's use of its property could be deemed to be or to have been a special use permit or special use designation, the City administratively rescinded that special use permit or special use designation pursuant to § 2.04.C of the Development Regulations.

64. The City also states in the March 25, 2025 Resolution that any use of CoreCivic's property as a jail or prison is no longer a lawful nonconforming use pursuant to § 1.05.D.8 of the Development Regulations based on the City's conclusion that CoreCivic had discontinued or abandoned the use of its property beginning January 1, 2022, for a period exceeding twenty-four months, and had not reestablished that use as of the date of the March 25, 2025 Resolution.

65. Specifically, the City contends that to the extent CoreCivic's use of its property could be deemed to be or to have been a lawful nonconforming use, that use was no longer a lawful nonconforming use pursuant to § 1.05.D.8 of the Development Regulations.

66. The City's decisions in the March 25, 2025 Resolution and set forth above were not reasonable, including for at least the reasons set forth below.

67. The City erred in its interpretation and construction of the Development Regulations, including by determining that § 2.04.C of the Development Regulations applied to CoreCivic and could be used to rescind CoreCivic's status as an existing special use, despite the fact CoreCivic did not possess, and had never possessed, an SUP.

68. The City erred in interpreting the terms "abandonment" and "discontinuance."

69. The Kansas Supreme Court has confirmed that the "[t]he word discontinuance, as used in a zoning ordinance, is equivalent to abandonment." *Vickers v. Franklin Cnty. Bd. of Comm'rs*, No. 118,649, 2019 WL 3242274, at *7 (Kan. Ct. App. July 19, 2019) (citing *Union Quarries, Inc. v. Bd. of Cnty. Comm'rs*, 478 P.2d 181, 186 (Kan. 1970)). "Abandonment" ordinarily depends on two factors: "(1) [a]n intention to abandon; and (2) an overt act, or failure to act, which carries the implication the owner does not claim or retain any interest in the right to the nonconforming use." *Id.* "Mere cessation of use does not itself amount to abandonment, although the duration of nonuse may be a factor in determining whether a use has been abandoned. *Id.* (quoting *Union Quarries, Inc.*, 478 P.2d at 187–88).

70. The City did not hold a hearing on these issues or consider any evidence in arriving at these decisions.

71. The City, therefore, did not have any evidence or a reasonable basis to believe that CoreCivic had any intention to abandon its sole and nearly 30-year use of its property as a private prison and detention center. It knew it did not.

72. The City also did not have any evidence that CoreCivic had taken an overt act, or failed to act, carrying the implication that CoreCivic did not claim or retain any interest in the right to continue using its property as a private prison and detention center.

73. In fact, the City had evidence and knowledge precisely to the contrary, including knowledge of CoreCivic's partnership and agreement with ICE to provide detention services for the federal government.

74. For at least these reasons, the City's actions and decisions in the March 25, 2025 Resolution were fraudulent, arbitrary, and capricious; were not substantially supported by the evidence; and/or were outside the City's scope of authority.

75. Further, the City's actions in designating and/or characterizing CoreCivic's property right as a special use designation, susceptible to rescission under § 2.04.C of the Development Regulations, and ultimately rescinding that use and other designations via the March 25, 2025 Resolution were not lawful because they employed procedures that were not in conformity with the law.

76. Accordingly, this Court should reverse the City's decisions in the March 25, 2025 Resolution in their entirety, including the City's decision purporting to rescind CoreCivic's status as an existing special use based on CoreCivic's purported abandonment of the use of its property as a private prison and detention center and the City's determination that CoreCivic abandoned any nonconforming use pursuant to § 1.05 of the Development Regulations.

COUNT II
REVIEW OF CITY'S MARCH 25, 2025 RESOLUTION PURSUANT TO K.S.A. § 12-759

77. CoreCivic repeats, reiterates, and realleges each allegation set forth above as if fully set forth herein.

78. Section 11.05 of the Development Regulations provides that any person or property owner dissatisfied with any order or determination of the Board of Zoning Appeals may bring an action in the district court of the county to determine the reasonableness of any such order or determination. Such appeal shall be filed within 30 days of the final decision of the Board of Zoning Appeals.

79. K.S.A. § 12-759 similarly provides that any person or property owner dissatisfied with any order or determination of the Board of Zoning Appeals may bring an action in the district

court of the county to determine the reasonableness of any such order or determination. It provides that any such appeal shall be taken within a reasonable time as provided by the rules of the Board of Zoning Appeals.

80. CoreCivic timely appealed the City's administrative and other decisions reflected in the March 25, 2025 Resolution in their entirety to the Board of Zoning Appeals.

81. CoreCivic's written appeal complied with any and all requirements in the Development Regulations.

82. Sections 1.02, 2.07, 11.03, and 11.04 of the Development Regulations govern appeals of administrative and other decisions like those reflected in the March 25, 2025 Resolution, as set forth above.

83. The Board of Zoning Appeals has failed or refused to schedule a hearing on CoreCivic's pending appeal.

84. Accordingly, CoreCivic has not yet received the benefit of the appeals process to which it is entitled under the Development Regulations or the hearing necessary to obtain a final decision appealable pursuant to K.S.A. § 12-759 under the plain language of the Development Regulations.

85. CoreCivic, however, files this appeal out of an abundance of caution and to challenge the reasonableness of the City's administrative and other decisions reflected in the March 25, 2025 Resolution in their entirety, including those purporting to rescind CoreCivic's status as an existing special use based on CoreCivic's purported abandonment of the use of its property as a private prison and detention center. CoreCivic also appeals the City's determination that CoreCivic abandoned any nonconforming use pursuant to § 1.05 of the Development Regulations.

86. The City purports to have rescinded CoreCivic's status as an existing special use pursuant to § 2.04.C of the Development Regulations based on the City's conclusion that CoreCivic had discontinued or abandoned the use of its property beginning January 1, 2022, for a period exceeding twelve months, and had not reestablished that use as of the date of the March 25, 2025 Resolution.

87. Specifically, the City contends that to the extent CoreCivic's use of its property could be deemed to be or to have been a special use permit or special use designation, the City administratively rescinded that special use permit or special use designation pursuant to § 2.04.C of the Development Regulations.

88. The City also states in the March 25, 2025 Resolution that any use of CoreCivic's property as a jail or prison is no longer a lawful nonconforming use pursuant to § 1.05.D.8 of the Development Regulations based on the City's conclusion that CoreCivic had discontinued or abandoned the use of its property beginning January 1, 2022, for a period exceeding twenty-four months, and had not reestablished that use as of the date of the March 25, 2025 Resolution.

89. Specifically, the City contends that to the extent CoreCivic's use of its property could be deemed to be or to have been a lawful nonconforming use, that use was no longer a lawful nonconforming use pursuant to § 1.05.D.8 of the Development Regulations.

90. The City's decisions in the March 25, 2025 Resolution and set forth above were not reasonable, including for at least the reasons set forth below.

91. The City erred in its interpretation and construction of the Development Regulations, including by determining that § 2.04.C of the Development Regulations applied to CoreCivic and could be used to rescind CoreCivic's status as an existing special use, despite the fact CoreCivic did not possess, and had never possessed, an SUP.

92. The City erred in interpreting the terms "abandonment" and "discontinuance."

93. The Kansas Supreme Court has confirmed that the "[t]he word discontinuance, as used in a zoning ordinance, is equivalent to abandonment." *Vickers*, 2019 WL 3242274, at *7 (citing *Union Quarries*, 478 P.2d at 186). "Abandonment" ordinarily depends on two factors: "(1) [a]n intention to abandon; and (2) an overt act, or failure to act, which carries the implication the owner does not claim or retain any interest in the right to the nonconforming use." *Id.* "Mere cessation of use does not itself amount to abandonment, although the duration of nonuse may be a factor in determining whether a use has been abandoned. *Id.* (quoting *Union Quarries, Inc.*, 478 P.2d at 187–88).

94. The City did not hold a hearing on these issues or consider any evidence in arriving at these decisions.

95. The City, therefore, did not have any evidence or reasonable basis to believe that CoreCivic had any intention to abandon its sole and nearly 30-year use of its property as a private prison and detention center. It knew it did not.

96. The City also did not have any evidence that CoreCivic had taken an overt act, or failed to act, carrying the implication that CoreCivic did not claim or retain any interest in the right to continue using its property as a private prison and detention center.

97. In fact, the City had evidence and knowledge precisely to the contrary, including knowledge of CoreCivic's partnership and agreement with ICE to provide detention services for the federal government.

98. For at least these reasons, the City's actions and decisions in the March 25, 2025 Resolution were fraudulent, arbitrary, and capricious; were not substantially supported by the evidence; and/or were outside the City's scope of authority.

99. Further, the City's actions in designating and/or characterizing CoreCivic's property right as a special use designation, susceptible to rescission under § 2.04.C of the Development Regulations, and ultimately rescinding that use and other designations via the March 25, 2025 Resolution were not lawful because they employed procedures that were not in conformity with the law.

100. Accordingly, this Court should reverse the City's decisions in the March 25, 2025 Resolution in their entirety, including the City's decision purporting to rescind CoreCivic's status as an existing special use based on CoreCivic's purported abandonment of the use of its property as a private prison and detention center and the City's determination that CoreCivic abandoned any nonconforming use pursuant to § 1.05 of the Development Regulations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff CoreCivic, Inc. respectfully requests the Court enter judgment in its favor and against Defendant the City of Leavenworth, Kansas, and reverse the City's decisions in the March 25, 2025 Resolution in their entirety, including the City's decision ostensibly rescinding CoreCivic's status as an existing special use based on CoreCivic's purported abandonment of the use of its property as a private prison and detention center and the City's determination that CoreCivic abandoned any nonconforming use pursuant to § 1.05 of the Development Regulations, and award CoreCivic such other and further relief available at law and in in equity and that the Court deems just, equitable, and proper.

DEMAND FOR JURY TRIAL

Plaintiff CoreCivic, Inc. respectfully requests a trial by jury of all issues properly triable by jury in this action.

Respectfully submitted,

/s/ Taylor Concannon Hausmann
Taylor Concannon Hausmann, KS #26668
Sara A. Fevurly, KS #27537
HUSCH BLACKWELL LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
T: 816.983.8000
F: 816.983.8080
Taylor.Hausmann@HuschBlackwell.com
Sara.Fevurly@HuschBlackwell.com

ATTORNEYS FOR DEFENDANT CORECIVIC, INC.

CERTIFICATE OF SERVICE

The undersigned counsel certifies that on July 4, 2025, the foregoing document was filed via the Court's e-filing system, and that a copy of the same will be served by private process server or other methods or service allowed under Kansas law on the City of Leavenworth, Kansas.

/s/ Taylor Concannon Hausmann
Attorney

EXHIBIT A

RESOLUTION NO. B-2394

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEAVENWORTH, KANSAS, REGARDING CERTAIN JAIL AND PRISON USES ON PROPERTY LOCATED AT 100 HIGHWAY TERRRACE, LEAVENWORTH, KANSAS.

WHEREAS, the Kansas planning and zoning act, K.S.A. 12-741 *et seq.* (the "Act"), is enabling legislation for the enactment by cities and counties of planning and zoning laws and regulations "for the protection of the public health, safety and welfare" (K.S.A. 12-741(a)); and

WHEREAS, pursuant to the Act, the City of Leavenworth, Kansas (the "City") has adopted certain "Development Regulations" as more particularly set forth in Appendix A of and to the Code of Ordinances, Leavenworth, Kansas (the "City Code"); and

WHEREAS, the Development Regulations, at Sec. 1.01.B, provide that the Development Regulations serve certain purposes, including but not limited to "promote the health, safety, comfort and economic development of the city", to "preserve and protect property values throughout the city", and to "regulate the location and use of buildings and land within each district or zone"; and

WHEREAS, reference is hereby made to that certain jail and prison use (the "Facility") which commenced operations in or about 1992 on and upon that certain real property commonly known and numbered as 100 Highway Terrace, Leavenworth, Kansas, Parcel No. 052-094-18-0-20-01-002.00-0 (the "Property"), which Property is zoned "I-2" Heavy Industrial District; and

WHEREAS, pursuant to Sec. 1.04 of the Development Regulations, if any building, structure, use, or other action or condition is found to be in violation of the Development Regulations, then in addition to other remedies, the City may institute any appropriate action or proceeding to, among other things, (1) prevent the continuance of any unlawful action or condition, (2) correct or abate any violation, and withhold public improvements until the violation is abated or corrected, and (3) prevent the issuance of permits, occupancy of the building, structure or land, and otherwise prevent any further illegal act, conduct business, or use of the premises; and

WHEREAS, pursuant to Sec. 1.05.D.8 of the Development Regulations, when a nonconforming use is abandoned for a period of twenty-four (24) consecutive months, any subsequent use or occupancy of such land shall comply with the regulations of the zoning district in which such land is located; and

WHEREAS, pursuant to Sec. 2.04.C of the Development Regulations, any discontinuance of a special use for more than twelve (12) months enables the City Commission to administratively rescind any right to engage in such special use; and

WHEREAS, the Facility and the Property have not been used as a jail or prison for more than thirty-six (36) calendar months, with such uses having been discontinued and/or abandoned on or about January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. The above recitals are hereby incorporated into this resolution. This resolution is adopted pursuant to the City's authority, obligation, and responsibility to, among other things, protect the public health, safety, and welfare.

Section 2. The Governing Body hereby finds that the use of the Facility and the Property as a jail or prison was discontinued and abandoned on or about January 1, 2022, and has not been reestablished as of the date of this resolution, such that the use was discontinued or abandoned for a period exceeding twelve (12) months for purposes of Sec. 2.04.C of the Development Regulations and for a period exceeding twenty-four (24) consecutive months for purposes of Sec. 1.05.D.8 of the Development Regulations.

Section 3. To the extent the Facility or the Property could be deemed to be or to have been a lawful nonconforming use, then pursuant to Sec. 1.05.D.8 of the Development Regulations, the Governing Body hereby finds that any use of the Facility and/or the Property as a jail or prison is no longer a lawful nonconforming use and that any use as a jail or prison shall and does require a special use permit as provided for in the City's Development Regulations, and that such uses must otherwise comply with all use regulations applicable to new uses in the I-2 zoning district.

Section 4. To the extent the Facility or the Property could be deemed to have or to have had a special use permit or special use designation, then pursuant to Sec. 2.04.C of the Development Regulations, the Governing Body hereby administratively rescinds any and all special use permits or special use designations for the Facility and the Property as a jail and/or prison under City Code and the City's Development Regulations.

Section 5. Nothing herein shall be deemed, by itself, to constitute a waiver by the Governing Body or the City of any provision of the Development Regulations or other applicable law.

Section 6. The Mayor, City Manager, City Attorney, and Director of Planning & Community Development are hereby authorized and directed to take such other actions as may be appropriate, desirable, or necessary to accomplish the purposes of this resolution, including but not limited to the institution or defense of any appropriate legal proceedings related to Facility, the Property, and/or the matters that are the subject of this resolution.

Section 7. This resolution shall be effective upon its adoption by the Governing Body of the City of Leavenworth, Kansas.

PASSED AND ADOPTED by the City Commission of the City of Leavenworth, Kansas, this 25th day of March, 2025.

Holly Pittman, Mayor

{SEAL}

SEAL OF THE CITY OF LEAVENWORTH CORPORATE SEAL KANSAS

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS

CORECIVIC, INC.,	)	
	)	
Plaintiff,	)	
	)	**Case No. _____**
v.	)	
	)	
CITY OF LEAVENWORTH, KANSAS,	)	
	)	
Defendant.	)	

NOTIFICATION AND ADDENDUM TO THE PETITION

COMES NOW Plaintiff CoreCivic, Inc. ("CoreCivic"), by and through its undersigned counsel, and states as follows:

1. On July 4, 2025, Plaintiff CoreCivic filed the Petition in this matter. *See* Exhibit 1.

2. Due to a clerical error in the case initiation information in the Court's efiling system, that filing was rejected. CoreCivic received notice of that rejection on July 7, 2025.

3. After consultation with the Clerk's Office for the District Court of Leavenworth County, Kansas, and the judge assigned to this matter, CoreCivic understands that rejection was due solely to a clerical error in the case initiation information.

4. CoreCivic further understands based on its consultation with the District Court Clerk that the only way to address this clerical error is to re-file the Petition and provide notice pursuant to this Addendum of the reason for CoreCivic's updated filing.

5. The Petition above contains no changes from the Petition filed on July 4, 2025, and was filed solely at the District Court Clerk's instruction to address the clerical error in the case initiation information in the Court's efiling system.

Respectfully submitted,

/s/ Taylor Concannon Hausmann
Taylor Concannon Hausmann, KS #26668
Sara A. Fevurly, KS #27537
HUSCH BLACKWELL LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
T: 816.983.8000
F: 816.983.8080
Taylor.Hausmann@HuschBlackwell.com
Sara.Fevurly@HuschBlackwell.com

ATTORNEYS FOR DEFENDANT CORECIVIC, INC.

CERTIFICATE OF SERVICE

The undersigned counsel certifies that on July 8, 2025, the foregoing document was filed via the Court's e-filing system, and that a copy of the same will be served, along with the Petition filed on July 4, 2025, by private process server or other methods of service allowed under Kansas law on the City of Leavenworth, Kansas.

/s/ Taylor Concannon Hausmann
Attorney

EXHIBIT 1

From: ks_efile_noreply@kscourts.gov
To: Concannon Hausmann, Taylor
Subject: Received Notice: Your filing, Re: Filing ID 10300328 - CV Other Civil Appeals, was received
Date: Friday, July 4, 2025 11:51:32 PM

[EXTERNAL EMAIL]

To: Taylor Concannon Hausmann (taylor.hausmann@huschblackwell.com)
From: ks_efile_noreply@kscourts.gov
Date: 07-04-2025 11:51:05 PM
Subject: Your electronic filing, Re: Filing ID 10300328 - CV Other Civil Appeals, was received by DISTRICT COURTS.

Case Type: CV Other Civil Appeals
Document Type: PLE: Petition